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SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC	Advisory Circular
AD	Airworthiness Directive
AMD	Aviation Management Directorate
A&P	airframe and power plant
APCO	Association of Public-Safety Communications Officials
ASM	Aviation Safety Manager
ASO	Aviation Safety Office
ASTM	American Society for Testing and Material
ATC	air traffic control
CFR	Code of Federal Regulations
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
CFR	Code of Federal Regulations
CTCSS	continuous tone coded squelch system
DM	degrees/minutes/decimal minutes
DOI	Department of Interior
DOT	Department of Transportation
ELT	emergency locator transmitter
EPA	Environmental Protection Agency
ERG	Emergency Response Guidebook
FAA	Federal Aviation Administration
FAR	Federal Acquisition Regulations
FS	Forest Service
FTR	Federal Travel Regulations
GVW	gross vehicle weight
GPM	gallons per minute
GPS	global positioning system
HIGE	hover-in-ground effect
HOGE	hover-out-of-ground effect
IAT	interagency aviation training
ICAO	International Civil Aviation Organization
ICS	intercom system
IFR	instrument flight rules
IP	Institute of Petroleum
MMSB	Manufacturer's Mandatory Service Bulletins
NBC	National Business Center
NFPA	National Fire Protection Association
NTSB	National Transportation Safety Board
NWCG	National Wildfire Coordinating Group
PA	public address system
PFD	personal flotation device
PIC	pilot-in-command
PPE	personal protective equipment
PSD	plastic sphere dispenser
PSI	pounds per square inch
PTT	push to talk
RFP	Request for Proposals
RPM	revolutions per minute
SFI	Safety Foundation Incorporated
SPCC	Spill Prevention Control and Countermeasure plan
STEP	Single-skid, Toe-In and Hover Exit/Entry Procedures
TBO	time between overhaul
TERO	Tribal Employment Rights Ordinances
TSO	technical service order
UL	Underwriter's Laboratory
USDA	United States Department of Agriculture
VFR	visual flight rules
VNE	velocity never exceed
VOX	voice activation
VSWR	voltage standing wave ratio

SOLICITATION NO. D12PS00178

SCHEDULE OF SUPPLIES/SERVICES

A1. ITEM REQUIREMENT:

The intent of this contract is to obtain fully Contractor operated and maintained exclusive use helicopter flight services for 162 calendar days to transport personnel and/or cargo in support of Government natural resource missions for the National Park Service at Yosemite National Park, CA. Contractor services include provisions for a helicopter, personnel, fuel servicing vehicle, fuel, and all other associated equipment, as prescribed in this solicitation. See Section B1 for Scope of Work and mission details.

ITEM	DESCRIPTION	
	Aircraft Requirement:	One medium helicopter equipped as specified in Section B.
	Fuel Servicing Vehicle Requirement:	One vehicle equipped as specified in Section B.
	Crew Requirements:	Pilot-in-Command (PIC), Fuel Servicing Vehicle Driver, Mechanic, Relief PIC, Relief Fuel Servicing Vehicle Driver, Relief Mechanic.
	Exclusive Use Period:	May 10, 2012 through October 18th 2012 with four 1-year Options Available (162 calendar days)
	Minimum Aircraft Requirements	
	Seating:	Nine insured passenger seats not including pilot, but including copilot seat in aircraft normally operated single-pilot.
	Powerplant:	Turbine engine.
	Landing Gear:	Skid type.
	Payload:	Nonjettisonable (HIGE) of 2,000 pounds and nonjettisonable (HOGE) of 1,400 pounds at 30 degrees C at 7,000 feet pressure altitude using a pilot weight of 200 pounds, 35-pound survival kit, and fuel for 1.9 hours.

Contractor may be required to operate from an alternate base(s) when dispatched by the Government.

A BH205++ or equivalent should typically fulfill the above requirements; however, offerors should ensure their specific helicopter is capable of meeting the above minimum requirements.

Payload amounts shall be computed by using the Government's Standard Interagency Load Calculation Method and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under Section C Exhibits along with the offered aircraft's applicable Hover Ceiling Charts, weight and balance report and equipment list that you provide.

SECTION A - REQUIREMENTS AND PRICES

A2. ITEM 1 - Pricing for YOSEMITE NP, CA:

BUREAU	**National Park Service**		
DESIGNATED BASE:	**CRANE FLAT HELIBASE YOSEMITE, CA**	**EXCLUSIVE USE PERIOD**	**Base Yr: May 10 or date of award through October 18 (162 calendar days)** • **Plus Four 1-Year Options**

OFFEROR NAME		
AIRCRAFT OFFERED:	**Make/Model**	**FAA Registration #**
WATER/RETARDANT BUCKET CAPACITY REQUIRED	**1ST**	**2ND**

ITEM 0001 - BASE YEAR MAY 10, 2012 THROUGH OCTOBER 10, 2012						
SUB LINE ITEM	**DESCRIPTION**	**PAY ITEM CODE**	**QUANTITY**	**UNIT**	**UNIT PRICE**	**EXTENDED AMOUNT**
	DAILY AVAILABILITY PRICE PER DAY – GUARANTEED SUBJECT TO BEING AVAILABLE					
1A	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	Guaranteed 162	DAYS	**$**	**$**
1B	**Estimated Flight Hours**	FT	Estimated 250	FLIGHT HOURS	**$**	**$**
1C	**Additional Pay Items** Estimated Funding for Additional Pay Items (see Table)	SC	Estimated 1	EACH	**------**	**$ 30,000.00**
1D	**MUTUAL EXTENSION (OPTIONAL) PRICE PER DAY AVAILABILITY DURING EXTENSION PEPRIOD**	AV	NTE 30	DAYS	***same as 1A** **$**	**$**
1E	**MUTUAL EXTENSION (OPTIONAL) Price per FLIGHT HOUR DURING EXTENSION PERIOD**	FT	Estimated 30	FLIGHT HOURS	***same as 1B**	
	BASE YEAR 2012 – ESTIMATED TOTAL					**$**

***Offeror must complete this section to be considered for Mutual Extension of the Exclusive Use Period (See C19)**

A2. ITEM 1 - Pricing (Continued):

BUREAU	National Park Service		
DESIGNATED BASE:	CRANE FLAT HELIBASE YOSEMITE, CA	EXCLUSIVE USE PERIOD	Base Yr: May 10 or date of award through October 18 (162 calendar days) Plus Four 1-Year Options

ITEM 0002 – OPTION YEAR 1 - MAY 10, 2013 THROUGH OCTOBER 10, 2013

SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	DAILY AVAILABILITY PRICE PER DAY – GUARANTEED SUBJECT TO BEING AVAILABLE					
2A	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	Guaranteed 162	DAYS	$	$
2B	**Estimated Flight Hours**	FT	Estimated 250	FLIGHT HOURS	$	$
2C	**Additional Pay Items** Estimated Funding for Additional Pay Items (see Table)	SC	Estimated 1	EACH	------	$ 30,000.00
2D	MUTUAL EXTENTION (OPTIONAL) PRICE PER DAY AVAILABILITY DURING EXTENSION PEPRIOD	AV	NTE 30	DAYS	*same as 2A $	$
2E	MUTUAL EXTENSION (OPTIONAL) Price per FLIGHT HOUR DURING EXTENSION PERIOD	FT	Estimated 30	FLIGHT HOURS	*same as 2B	
	OPTION YEAR 1 – 2013 ESTIMATED TOTAL					$

***Offeror must complete this section to be considered for Mutual Extension of the Exclusive Use Period (See C19)**

ITEM 0003 – OPTION YEAR 2 – MAY 10, 2014 THROUGH OCTOBER 10, 2014

SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	DAILY AVAILABILITY PRICE PER DAY – GUARANTEED SUBJECT TO BEING AVAILABLE					
3A	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	Guaranteed 162	DAYS	$	$
3B	**Estimated Flight Hours**	FT	Estimated 250	FLIGHT HOURS	$	$
3C	**Additional Pay Items** Estimated Funding for Additional Pay Items (see Table)	SC	Estimated 1	EACH	------	$ 30,000.00
3D	MUTUAL EXTENSION (OPTIONAL) PRICE PER DAY AVAILABILITY DURING EXTENSION PEPRIOD	AV	NTE 30	DAYS	*same as 3A $	$
3E	MUTUAL EXTENSION (OPTIONAL) Price per FLIGHT HOUR DURING EXTENSION PERIOD	FT	Estimated 30	FLIGHT HOURS	*same as 3B $	
	OPTION YEAR 2 – 2014 ESTIMATED TOTAL					$

***Offeror must complete this section to be considered for Mutual Extension of the Exclusive Use Period (See C19)**

A2. ITEM 1 - Pricing (Continued):

BUREAU	National Park Service		
DESIGNATED BASE	CRANE FLAT HELIBASE YOSEMITE, CA	EXCLUSIVE USE PERIOD	Base Yr: May 10 or date of award through October 18 (162 calendar days)Plus Four 1-Year Options

ITEM 0004 - OPTION YEAR 3 – MAY 10, 2015 THROUGH OCTOBER 10, 2015

SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	DAILY AVAILABILITY PRICE PER DAY – GUARANTEED SUBJECT TO BEING AVAILABLE					
4A	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	Guaranteed 162	DAYS	$	$
4B	**Estimated Flight Hours**	FT	Estimated 250	FLIGHT HOURS	$	$
4C	**Additional Pay Items** Estimated Funding for Additional Pay Items (see Table)	SC	Estimated 1	EACH	------	$ 30,000.00
4D	MUTUAL EXTENSION (OPTIONAL) PRICE PER DAY AVAILABILITY DURING EXTENSION PEPRIOD	AV	NTE 30	DAYS	*same as 4A $	$
4E	MUTUAL EXTENSION (OPTIONAL) Price per FLIGHT HOUR DURING EXTENSION PERIOD	FT	Estimated 30	FLIGHT HOURS	*same as 4B $	
	OPTION YEAR 3 – 2015 ESTIMATED TOTAL					$

***Offeror must complete this section to be considered for Mutual Extension of the Exclusive Use Period (See C19)**

ITEM 0005 - OPTION YEAR 4 –MAY 10, 2016 THROUGH OCTOBER 10, 2016

SUB LINE ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	DAILY AVAILABILITY PRICE PER DAY – GUARANTEED SUBJECT TO BEING AVAILABLE (C24)					
5A	**Daily Availability** Guaranteed days per aircraft subject to being available	AV	Guaranteed 162	DAYS	$	$
5B	**Estimated Flight Hours**	FT	Estimated 250	FLIGHT HOURS	$	$
5C	**Additional Pay Items** Estimated Funding for Additional Pay Items (see Table)	SC	Estimated 1	EACH	------	$ 30,000.00
5D	MUTUAL EXTENSION (OPTIONAL) PRICE PER DAY AVAILABILITY DURING EXTENSION PEPRIOD	AV	NTE 30	DAYS	*same as 5A $	$
5E	MUTUAL EXTENSION (OPTIONAL) Price per FLIGHT HOUR DURING EXTENSION PERIOD	FT	Estimated 30	FLIGHT HOURS	*same as 5B $	
	OPTION YEAR 4 – 2016 ESTIMATED TOTAL					$
ITEMS 0001 THROUGH 0005 TOTAL ESTIMATED COST						$

***Offeror must complete this section to be considered for Mutual Extension of the Exclusive Use Period (See C19)**

A2. ADDITIONAL PAY ITEM PRICING (Continued):

	ADDITIONAL PAY ITEMS	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
a.	Extended Standby – Pilot	EP	INDEFINITE	HOUR	$ 49.00
b.	Extended Standby – Driver	ET	INDEFINITE	HOUR	$ 34.00
c.	Extended Standby - Mechanic	EM	INDEFINITE	HOUR	$ 44.00
d.	Subsistence Allowance	PD	INDEFINITE	Overnight	Per FTR Schedule
e.	Fuel Servicing Vehicle Mileage	SMM	INDEFINITE	Mile	$ 2.45
f.	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost

FOR GOVERNMENT USE ONLY – DO NOT WRITE IN THIS AREA
(See C.15)

Requested and Effective Date This Adjustment		Type Aircraft	☒ Jet Fuel ☐ Av Gas
Fuel Source Location	**Bald Eagle Aviation; Columbia, CA**		**209-533-4616**
Full-Service Base Price (gal)	**$5.99 (tax incl.)**	Reference Price	
Effective Date	**Date of Award**	Effective Date	
Source Document	**ORIGINAL CONTRACT**	Source Document	
Difference	$ X consumption rate of __	Increase Due	
Old Flight Rate		New Flight Rate	
Re-established Base Price		Effective Date	

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 The intent of this contract is to obtain fully Contractor operated and maintained exclusive use helicopter flight services to transport personnel and/or cargo in support of Government natural resource missions. Contractor services include provisions for a helicopter, personnel, fuel servicing vehicle, fuel, and all other associated equipment, as prescribed in this solicitation. Missions will include, but are not limited to, short-haul, rappel, cargo letdown, search and rescue, STEP (single-skid, toe-in, hover entry/exit procedures) landings, fire suppression, fire monitoring, initial attack, prescribed fire and aerial ignition, law enforcement, and other administrative and related resource activities. The normal flight environment ranges from 2000' to 14,000 mean sea level elevations with temperatures in excess of 38 degrees Celsius. Vertical reference operations are conducted over steep cliff faces and dense forests with average tree heights in excess of 200 feet. Some technical flights are conducted in a high angle vertical environment with minimal rotor clearance.

B1.2 Law enforcement missions include but are not limited to, transporting Federal personnel to a law enforcement location, short-haul into grow sites, low-level reconnaissance or surveillance flying, and prisoner transport. Law Enforcement Officers will fly with loaded firearms on-board the aircraft and may enter areas of potential contraband activity. Firearms will be transported in accordance to policy and guidance contained in the IHOG and Interagency Aviation Transport of Hazardous Material. The pilot and air crew will jointly conduct risk assessments for all missions to determine the risk and hazards. No mission will be flown that presents a high level of risk. The Government will direct aircraft to support its missions and objectives.

B1.3 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are an integral element of this relationship.

B1.4 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this contract for such cooperative use.

B2 Certifications

The Contractor must hold and keep current all of the following required certificates and must ensure that contract aircraft are operated and maintained in compliance with those certificates at all times:

B2.1 A Federal Aviation Administration (FAA) Air Carrier or Operating Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., rotorcraft, visual flight rules (VFR) day/night, passengers, and cargo).

B2.2 A Title 14 of the Code of Federal Regulations (CFR) Part 135 Air Carrier certificate. These aircraft must be carried on the list required by 14 CFR Part 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate.

B2.3 A 14 CFR Part 133 "Rotorcraft External Load Operations" certificate which authorizes Class B loads, as a minimum.

B2.4 A 14 CFR Part 137 "Agricultural Aircraft Operations" certificate.

B2.5 The contract aircraft must have a Standard Airworthiness certificate. Installation of any equipment required by this contract must be FAA approved.

B2.6 Left seat operations required. (Bell medium only.) The Contractor is required to have the appropriate FAA approvals for left seat operations. The Contractor shall have 14 CFR Part 135 Operation Specifications and CFR 14 Part 133 approval for left seat operation, passenger transportation, and external load operations.

B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (1) typed provisions of these specifications; (2) DOI NBC-Aviation Management supplements and/or exhibits incorporated by reference; (3) 14 CFR incorporated by reference; (4) aircraft manufacturer's specifications; (5) other documents incorporated by reference.

B4 Contracts

The Contractor must maintain a copy of the contract and all modifications in each contract aircraft throughout the performance period.

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

The Contractor-furnished helicopter, fuel servicing vehicle, and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and

components must be free of leaks, except where specified by the manufacturer.

B5.1 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for lap belt and shoulder harness conditions that are not acceptable.

B5.4 Military or other similar low visibility paint schemes are unacceptable. The Contracting Officer's Technical Representative (COTR) may approve high visibility enhancements.

B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant helicopter that is equipped as shown below:

B6.1 A complete set of current aeronautical charts covering area of operations.

B6.2 One digital hour meter installed in a location visible by the pilot and front seat observer while seated. The meter must be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or by equivalent means, to record flight time only.

B6.3 Free air temperature gauge.

B6.4 One set of individual lap belts for each installed seat.

B6.5 Double strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.6 Shoulder harnesses (either single-strap or double-strap) for each aft cabin occupant. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

B6.7 Fire extinguisher(s), as required by 14 CFR Part 135, must be a handheld bottle, minimum 2-B:C rating, mounted and accessible to the flight crew while seated. (See the fire extinguisher maintenance instructions in Section B29.)

B6.8 Dual controls for initial pilot performance evaluation. (May also be required for interim or recurrent pilot performance evaluations at the option of the Government.)

B6.8.1 (Bell medium only.) Controls and instruments installed for left seat pilot-in-command (PIC) operations to include gauges for basic engine performance monitoring installed in a location that is viewable by the pilot during vertical reference external load operations.

B6.9 Aircraft lighting for night operation in accordance with 14 CFR Part 91.205(c), including instrument lights.

B6.10 A strobe light or flashing LED with either a white, or half white and half red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light or flashing LED with an independent activating switch must be provided in addition to the red strobe.

B6.11 High visibility, pulsating, forward-facing, conspicuity lighting.

B6.12 High visibility markings on main rotor blades as specified by the Acceptable Paint Schemes Exhibit.

B6.13 Extended height (31 inch) skid-type landing gear is required.

B6.14 Personnel access steps for aircraft with a floor height greater than 18 inches, to ensure safe entrance and exit from each door.

B6.15 Locking cap(s) on all fuel inlet ports. Closed system single point refueling port dust caps need not have an FAA-approved locking device.

B6.16 Cabin heater and window defogger.

B6.17 Cargo compartment, internal

B6.17.1 15-cubic-foot baggage compartment within the aircraft fuselage specifically designed to carry cargo separate from the cabin. This compartment must be capable of accommodating 58-inch long shovels, rakes, and other tools (requiring rear bulkhead modification of baggage compartment of some models).

Note: (No auxiliary tanks or equipment shall be installed on the left side of the aircraft at longitudinal stations 139 through 156 in Bell medium helicopters.)

B6.18 Cargo restraint system for aircraft manufactured with a parcel/storage area behind the rear passenger seats.

Note: Bell medium helicopters shall have FAA-approved internal cargo area restraints or barriers which extend from the floor to the ceiling, completely protecting the passenger compartment and sliding door area, are easy to work with, expedite loading/unloading of cargo, and can be removed or installed in the aircraft within 15 minutes.

B6.19 An accessory power source consisting of an MS 3112E-12-3S three-pin connector, accessible in the cabin. Pin B must be airframe ground; pin A must be +28VDC (for 28-volt aircraft); and pin C must be +14VDC (for 14-volt aircraft). The circuit must be protected by a 5-amp circuit protection.

B6.20 A first aid kit containing items specified in the First Aid and Survival Kit Exhibit must be carried aboard the aircraft on all flights.

B6.21 A survival kit containing items specified in First Aid and Survival Kit Exhibit must be carried aboard the aircraft on all flights and must be included in weight and balance/load calculations.

B6.22 A convex mirror for the pilot to observe the sling load. The convex mirror is not required for aircraft equipped and modified for vertical reference external load operation (i.e., door gauges, modified seat, alternate cargo hook release positions, bubble window) or for aircraft where direct vertical reference is possible.

B6.23 One keeperless cargo hook (On-Board Systems keeperless cargo hook or equal) that may be loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft. (See the cargo hook maintenance requirements in Section B29.)

B6.24 Cockpit-mounted external load indicator with readout of weight carried on the cargo hook.

B6.25 One collapsible, variable capacity water/retardant bucket. See the Water Bucket Use Procedures Exhibit (see Section C). The bucket must have a manufacturer's capacity adjustment commensurate with the maximum lifting capability (HOGE-J) of the contract aircraft at 5000 feet pressure altitude (PA), 30 degrees Celsius with a 200-pound pilot, 35-pound survival kit, and 1.5 total hours of fuel. The bucket must be capable of being operated with all increments of the longline; i.e., 50, 100, 150, 200 feet.

B6.26 A second collapsible, variable capacity water/retardant bucket. See the Water Bucket Use Procedures Exhibit (see section C). The bucket must have a manufacturer's capacity adjustment commensurate with the maximum lifting capability (HOGE-J) of the contract aircraft at 7,000 feet PA, 30˚ Celsius with a 200-pound pilot, 35-pound survival kit, and 1.5 total hours of fuel. The bucket must also be capable of being operated with all increments of the longline; i.e., 50, 100, 150,200 feet.

Note: The bucket combinations provided in B6.25 and B6.26 must provide adjustments that allow the widest range of altitude/temperature combinations (subject to the limitations of the bucket manufacturer's available sizes) for the maximum lifting capability of the helicopter beginning at 5,000 feet PA at 30˚ Celsius extending upward to 7,000 feet PA at 30˚ Celsius and above.

B6.27 A water/retardant bucket operating switch clearly marked for "open" and "closed," and mounted on the collective control to avoid confusion with the cargo hook release. The switch must be of a different design and must be mounted so as to not easily be confused with the RPM Control [Beep] switch.

B6.28 Part number MS 3101E-24-11S, nine-pin connector, for use as the power source for a helitorch or remote cargo hook. Pin D must be airframe ground. Pin E must be switched 28VDC, protected by a manually operable, 50-amp circuit breaker. The water bucket/tank open switch must also activate this circuit.

B6.28.1 A lanyard to support the connector and mounted within 12 inches of the cargo hook.

B6.28.2 This connector must have multiple circuit capacity sufficient to provide power and control for Contractor-furnished equipment. The longline remote hook, fixed tank, or water bucket must be wired through this connector. A list of water buckets with required pin wiring can be found in the FS/AMD Drawing A-16 Exhibit. Wiring diagrams for various equipment configurations are available from the U.S. Department of the Interior, National Business Center, Aviation Management, 300 E. Mallard Drive, Suite 200, Boise, ID 83706, or USDA Forest Service, 3833 S. Development Avenue, Boise, ID 83705-5354.

B6.29 One remote cargo hook with related cabling and release system, complying with the following specifications:

B6.29.1 Electrically activated remote cargo hook that may be loaded and locked in a single motion with one hand and that is rated at the maximum lifting capacity of the aircraft.

B6.29.2 The remote hook must be protected by a metal ring or cage that does not interfere with the use or function of the hook.

B6.29.3 Synthetic rope meeting the requirements of the Helicopter Synthetic Longline Requirements Exhibit.

B6.29.4 The length of the rope must be readily adjustable from 50 to 300 feet utilizing two 100-foot lines and two 50-foot lines.

B6.29.5 Electrical cables must be protected from pinching by hooks or shackles and from damage caused by stretching of the line. The electrical wire must be long enough at the aircraft cargo hook end to prevent a swinging load from unplugging the electrical connector.

B6.29.6 All fabrication and installation methods must comply with 14 CFR Part 133 and AC 43.13–1B.

B6.29.7 Remote hook operating switch must be mounted on the collective control to avoid confusion with the helicopter cargo hook release.

B6.30 (Bell mediums only) A containment kit to retain excess fuel during engine shutdown. Environmental Protection Agency (EPA) kit.)

B6.31 Wire strike protection system (mechanical). (Note: If manufactured for make and model of helicopter.)

B6.32 Snow/tundra pads. To be installed at Government request. (Not to be included in initial payload calculations.)

B6.33 Rappelling configuration. Helicopter to be equipped for rappelling and must meet the following specifications:

B6.33.1 Seating arrangement to provide seats for spotter and six rappellers.

B6.33.2 Storage area for fire packs adjacent to rappelling door.

B6.33.3 Sliding doors on each side which can be opened while in flight. Door locks shall be provided to ensure that the door remains in closed and open positions. Doors may also be removed from the helicopter to meet these requirements provided the aircraft manual authorized such removal.

B6.33.4 Windows must be available for the spotter to view the surrounding area without the necessity of opening doors.

B6.33.5 A Supplemental Type Certificated (STC) rappelling fixture appropriate to the make and model offered. This rappel anchor shall be USFS approved and maintained in accordance with the Instructions for Continued Airworthiness.

B6.33.6 All edges, which contact descent line, must be smooth to prevent chafing of lines.

B7 Avionics Requirements

B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from NBC AMD Avionics or at http://amd.nbc.gov/library/handbooks/aots.pdf).

B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.0 to 1 or better.

B7.2.3 Although the contract aircraft may not be certified for flight under instrument flight rules (IFR), the aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

B7.3 Communications Systems

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed Emergency Locator Transmitter (ELT), certified to either Technical Standard Order (TSO)-C91a or TSO-C126, utilizing an external antenna and meeting the same requirements as those detailed for airplanes in 14 CFR Part 91.207 (excluding section f.).

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each with a minimum of 760 channels covering 118.000 to 136.975 MHz. Each transceiver must have channels selectable in no greater than 25 kHz increments and a minimum of 5 watts carrier output power. The transceivers' operational controls must be mounted so they are readily visible and accessible to the pilot.

B7.3.3 Two APCO Project 25-compliant (P25) VHF-FM aeronautical transceivers (FM-1, FM-2), each of which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5 kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable channels. Each transceiver's operational

controls must be located and arranged so that the pilot and observer/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 Each transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. Each transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Narrowband analog and digital frequency programming will be required under this contract.

B7.3.3.2 Carrier output power for each transceiver must be 10 watts nominal value (original design specification). Each transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required**.** Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, at least one transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A
Cobham (formerly NAT) NPX-136D-070

B7.3.4 Provisions for auxiliary VHF-FM (AUX-FM) portable radio:

B7.3.4.1 Interface for installing and properly operating an auxiliary VHF-FM portable radio through the aircraft's audio control system(s). The interface must consist of the appropriate wiring from the audio control system, terminated in an ITT/Cannon type MS3112E12-10S 10-pin connector conveniently located for use by the observer/copilot, and utilizing the contact assignments as specified by drawing FS/AMD-17 in the exhibits.

B7.3.4.2 One weatherproof, external, broadband antenna covering the 150-174 MHz band, with associated RG-58A/U (or equivalent) coaxial cable and connector, terminated in a bulkhead-mounted, female BNC connector (type UG-290A), conveniently located for use by the observer/copilot adjacent to the above 10-pin connector (Comant model CI-177 or equal).

B7.3.4.3 Mounting facilities for securely installing the auxiliary VHF-FM portable radio in the cockpit in accordance with the FAA AC 43.13-2A specifications. Locate and arrange the mounting facilities so that a seated observer/copilot has full and unrestricted movement of the radio's controls, without interference from the 18-inch adapter cable, clothing, cockpit structure, or flight controls.

B7.3.4.4 Positive-polarity microphone excitation voltage provided to the AUX-FM system from the aircraft DC power system through a suitable resistor network. A blocking capacitor must be provided to prevent the portable radio microphone excitation voltage from entering the system. Sidetone for the AUX-FM must also be provided (NAT model AA34-300, Premier model PA-34, or equivalent).

B7.3.4.5 The Contractor shall provide an auxiliary FM adapter cord assembly to interface the connectors and circuits necessary to operate the BK Radio LPH/EPH/GPH/DPH series radio through the MS 3112E-12-10S connector in the aircraft (FS/OAS drawing A-15-1 is provided as one possible interface).

B7.3.5 One Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to https://www.aff.gov.

B7.3.5.1 The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.5.2 AFF communications must be fully operational in the lower 48 States. Contractors accepting dispatches to the State of Alaska, Southern Canada, or Western Canada must have an AFF system capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

B7.3.5.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every two minutes while

the aircraft is in flight. The Contractor must register their AFF equipment with the Fire Applications Support Desk (FASD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FASD making the appropriate changes prior to aircraft use. In all cases, the Contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FASD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a Web-accessible feedback form, and additional information are available at: https://www.aff.gov. The FASD can be reached at (800) 253-5559 or (208) 387-5290.

B7.3.5.5 Prior to the aircraft's annual contract inspection, the Contractor must ensure compliance with all AFF system requirements. The Contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at https://www.aff.gov to request a username and password, or contact the FASD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at https://www.aff.gov/contractspecs with the same force and effect as if they were presented as full text herein.

B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted global positioning system (GPS) utilizing an approved, fixed external aircraft antenna and powered by the aircraft electrical system **or** an aviation portable GPS unit (Garmin GPSMap 296/396/496 or equivalent) provided the portable unit is securely mounted, is equipped with a remote (i.e., not part of the GPS unit) antenna, and presents information from an overhead orientation (not a drive-along-the-road type), and is powered by the aircraft electrical system. The GPS (permanently installed or portable) must utilize the WGS-84 datum and reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning.

B7.5 Audio Systems

B7.5.1 Two separate audio control systems (which may be combined in a single unit) for the pilot and observer/copilot to select receiver audio outputs and transmitter microphone/push to talk (PTT) audio inputs for all installed radios and public address (PA) systems. Each system must also allow the pilot and observer/copilot to independently adjust both the intercommunications system (ICS) and the receiver audio output levels.

B7.5.1.1 Transmitter selection and operation. Separate transmitter selection controls must be provided for both the pilot's and observer/copilot's microphone/PTT inputs. Configure the system so the pilot and observer/copilot may each simultaneously select and utilize a different transmitter (or PA system when installed) via their respective microphone/PTT. Whenever a transmitter is selected, the companion receiver audio must automatically be selected for the corresponding earphone. Transmitter sidetone audio must be provided for the user as well as for cross-monitoring via the corresponding receiver selection switch on the other audio control system.

B7.5.1.1.1 The two aft exit (one right, one left) passenger positions must be equipped to transmit on the radio(s) as selected by the copilot/observer, or via an additional, aft cabin-mounted audio control system(s). Whenever a radio (or PA, when so equipped) microphone input is selected, the two aft exit passengers' radio microphone inputs must automatically be connected to the same radio, and they must then be capable of transmitting on that radio via their respective radio transmit PTT switches.

B7.5.1.2 Receiver selection and operation. Separate controls must be provided for both pilot and observer/copilot to select audio from one or any combination of available receivers. The ICS-equipped aft passenger positions must monitor the receiver(s) as selected by the observer/copilot. The receiver audio output must be free of excessive distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.1.3 The audio system(s) controls must be located and arranged so that both the pilot and observer/copilot, when seated, have full movement of their respective controls without interference from their clothing, the cockpit structure, or the flight controls. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.5.2 An ICS for the pilot, observer/copilot, and all other passenger positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the ICS audio level at any position must not affect the level at any other position. A "hot mic" capability, controlled via an activation switch or voice activation (VOX), must be provided for the pilot, observer/copilot, and two aft cabin exit positions. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The

ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Earphones, microphones, PTT's, and jacks. The aircraft must be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier, or equivalent) with U-174/U (single/male) type connector plug. The pilot position only may be configured for low impedance (dynamic) operation.

B7.5.3.1 All earphone/microphone jacks in the aircraft (except the pilot's) must be U-92A/U (single/female) type, which will accept U-174/U type plugs.

B7.5.3.2 Separate PTT switches for radio transmitter and ICS microphone operation must be provided at the pilot, observer/copilot, and any other positions required above to be furnished with both radio transmitter and ICS operation. The pilot's PTT switches must be mounted on the cyclic control. The observer/copilot's and any other required position's PTT switches must be mounted on the cord to the earphone/microphone connector. In lieu of the observer/copilot's cord-mounted PTT switches, a footswitch-operated PTT system may be utilized at that position only. ICS PTT switches for any additional positions required to be furnished only with ICS must be mounted on the cord to the earphone/ microphone connector.

B7.6 Other Avionics

B7.6.1 One air traffic control (ATC) transponder and altitude reporting system meeting the requirements of 14 CFR Part 91.215(a) and (b).

B7.6.2 One APCO Project 25 compliant (P25) VHF-FM "multi-mode" two-way mobile radio, with a matched broad-band antenna, must be mounted in the fuel-servicing vehicle. The radio's operational bandwidth must include the 150 MHz to 174 MHz frequency band, with user-programmable (in the field) channels. Selection of wideband (25.0 kHz) analog, narrowband (12.5 kHz) analog, or digital (12.5 kHz) spacing is required on each channel. The radio must be frequency-synthesized, equipped with the lowest 32 CTCSS sub-audible tones, and must develop a minimum of 30 watts carrier output power. Use of appropriate portable VHF-FM radios with suitable output power booster units is permissible.

NOTE: A listing of radios known to meet the above requirements can be found on the internet at http://www.nifc.gov/NIICD/docs/radios_approved_for_fire.pdf.

That listing includes the following:

Datron: G25RMV100, G25RMV110, G25ASU001
Midland: STM-1050B, STM-1055B, STM-1115B
Relm/BK Radio: DMH5992 , DMH5992X HP (each requires "Smartmic")

B7.6.3 The Contractor must furnish a cellular telephone for use by the PIC. The cellular telephone must be provided with service to the area of the contiguous 48 States. Only Verizon service is currently available at CFLO. Each cellular telephone must be equipped with both 110VAC and 12VDC adapter cord assemblies for charging use. The Contractor must provide the number of the cellular telephone to Government personnel when requested.

B7.6.4 One external public address/siren system (PA) capable of developing 75 watts RMS voice power with less than 10 percent distortion. The speaker must be mounted pointing to the side and 45 degrees down from the horizontal plane of the aircraft. The system must be connected through the aircraft audio control system in such a manner as to utilize the same microphones and PTT switches as those employed in radio transmit operation

B8 Fuel Servicing Vehicle Equipment Requirements

B8.1 General

B8.1.1 Fuel servicing vehicles must meet all requirements of 49 CFR applicable to the type of fuel being transported. NOTE: 49 CFR Part 171.1(c) pertains to persons under contract to the Federal Government.

B8.1.2 The Contractor must provide one fuel servicing vehicle (Truck). The vehicle shall be stationed at the designated base, unless dispatched by the Government to other locations. Vehicle specifications follow:

B8.1.2.1 The vehicle must be a truck capable of transporting fuel over rough mountain roads and being operated at posted highway/freeway speeds.

B8.1.2.2 The vehicle's tank(s) must have a capacity of a minimum of **16 hours** of useable fuel for the make and model helicopter operating on the contract based on the Helicopter Fuel Consumption and Weight Reduction Chart Exhibit. The vehicle must be capable of carrying all equipment and accessories (i.e., water buckets, water/retardant fixed tank, longlines, remote hook, cargo nets, Contractor crew's overnight gear, and other items) necessary to support a lengthy assignment. The vehicle manufacturer's gross vehicle weight (GVW) with full fuel tanks and accessories must not be exceeded.

B8.1.2.3 The vehicle must be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B8.1.2.4 All tanks must be securely fastened to the vehicle bed and must have a sump or sediment settling area.

B8.1.2.5 A 10-gallon-per-minute (gpm) flow rate delivered by the filter and pumped at the nozzle is the minimum size acceptable. Filter and pump sizes must be compatible with the helicopter being serviced.

B8.1.2.6 Gasoline-engine-driven pumps must be designed to pump fuel, have a shielded ignition system, spark arrestor muffler approved by the USDA Forest Service and a metal shield between the engine and pump. Terminal connections must be insulated to prevent sparking in the event of contact with conductive material. All refueling pumps regardless of power source must be listed for use with petroleum products (Underwriter's Laboratory (UL), etc.).

B8.2 **Equipment**

The Contractor must equip and maintain the vehicle as shown below:

B8.2.1 Two fire extinguishers, each having a rating of at least 20-B:C and with one extinguisher mounted on each side of the vehicle. Extinguishers must comply with *National Fire Protection Association* (*NFPA) 10: Standards for Portable Fire Extinguishers.*

B8.2.2 Tanks erected for aboveground storage and tanks mounted on vehicles must be designed to allow removal of contaminants from the sediment settling area.

B8.2.3 Hoses must compatible with the aviation fuel being serviced, free of cracks that show the underlying cord and kept in good repair.

B8.2.4 Fuel nozzle must include a 100-mesh or finer screen, a dust protective device, and a bonding cable with clip or plug. Except for closed circuit systems, no nozzle hold-open devices are permitted.

B8.2.5 One accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped. The meter must be positioned so it is in full view of the person fueling the aircraft.

B8.2.6 Fuel servicing vehicles shall have adequate bonding cables which must be utilized in accordance with *NFPA 407: Aircraft Fuel Servicing.*

B8.2.7 Sufficient petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill. The Contractor must properly dispose of all products used in a spill cleanup in accordance with the Environmental Protection Agency (EPA) (40 CFR Parts 261 and 262).

B8.3 **Filtering System**

The Contractor must provide and maintain a fuel filtration system as shown below:

B8.3.1 The fuel filtration system must be designed to withstand fuel system pressures and flow rates.

B8.3.2 The filter manufacturer's Operating, Installation, and Service Manual must be carried in the fuel servicing vehicle and followed.

B8.3.3 Filtration must meet one of the following qualifications: Institute of Petroleum (IP), API 1581, or Mil-F-8901E. Some examples of IP-qualified elements are Velcon CDF 210K, CDF 220K, ACO 51201K, ACO 21201K, ACO 40501SPK, and ACO 40901SPK.

B8.3.4 The filter vessel must be placarded indicating the filter change date.

B8.3.5 Fuel transfer systems must have a serviceable pressure gauge installed upstream of the filter vessel.

B8.3.6 Differential pressure gauges must be installed on refueling systems if required by the filter manufacturer or in systems with operating pressures of 25 pounds per square inch (psi) and above.

B8.3.7 The filter assembly must be mounted to allow room for draining and pressure flushing of the unit. If installed, water sight gauge balls must be visible.

B8.3.8 Three-stage (filter, water separator, monitor) systems (API 1581 or Mil-F-8901E qualified). Fueling systems must utilize a three-stage system such as a Facet part number 050970 M2 for a 20-gallon-per-minute pump or equal. A Facet part number 050971-M2 for a 10-gpm pump, or equal. An acceptable third stage (monitor) unit is Velcon CDF 220K for a 20-gpm flow or Velcon CDF 210K for 10-gpm systems.

B8.3.9 Single-stage system or three-in-one filter canister systems (IP qualified) must utilize a single element system such as a Velcon filter canister with an Aquacon cartridge of a size compatible with the pump's flow rate.

Examples: A Velcon VF-61 canister with an ACO-51201K cartridge for 50- to 60-gpm flow rate or an ACO-40501SPK for a 10- to 15-gpm flow rate.

B8.3.10 At least one available spare filter(s), seals, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area in the fuel servicing vehicle.

B8.4 **Markings**

B8.4.1 Each vehicle must have "NO SMOKING" signs with letters that are a minimum of 3 inches high and that are visible from both sides and rear of the vehicle.

B8.4.2 Each vehicle must be conspicuously and legibly marked to indicate the nature of the fuel. The markings must be on each side and the rear in letters at least 3 inches high on a background of a sharply contrasting color such as Avgas by grade or jet fuel by type. Examples are: Jet-A white on black background or Avgas 100 white on green background.

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

B9.1 The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time, unless the Contracting Officer is notified otherwise, in writing, prior to performance.

B9.1.1 For a pilot who has not been previously inspected and approved by the DOI NBC-Aviation Management or USDA Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The Contracting Officer's Technical Representative (COTR) will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI NBC Aviation Management.

B10 Pilot Qualifications

B10.1 General.

Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

B10.2 Minimum Qualifications.

The Contractor must provide a pilot(s) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B10.2.1 An FAA commercial pilot certificate or higher, with a rotorcraft-helicopter rating.

B10.2.2 A minimum of a current second-class medical certificate, issued in accordance with 14 CFR Part 67.

B10.2.3 An FAA competency check, completed in accordance with 14 CFR Part 135.293 in the same make and model as the contract aircraft.

B10.2.4 An agency flight evaluation, to be flown at the COTR's discretion in the same make and model as the contract aircraft. The Contractor must supply the aircraft for the flight evaluation, at no expense to the Government.

B10.2.5 Proficient operation of all equipment identified in Section B (e.g., water retardant bucket, GPS, longline vertical reference). The agencies may require pilots to demonstrate this proficiency during an evaluation flight.

B10.2.6 Precise placement of externally carried cargo where requested, regardless of the cable length (as specified in Section B, Equipment) while operating within the helicopter's capability. It is the Contractor's responsibility to verify a pilot's vertical reference external load experience and proficiency. The COTR will provide the Contractor a form to document this experience and proficiency. This will be required annually prior to pilot inspection by DOI, NBC-Aviation Management. Pilots must provide written evidence of their qualifications for transporting external loads appropriate to the Contractor's 14 CFR Part 133 certification.

B10.2.7 Pilots who have not been previously carded by NBC AMD for deep snow operations may be required to demonstrate proficiency in deep snow during an evaluation flight to be conducted at the earliest opportunity after contract start.

B10.2.8 Aerial ignition with a helitorch and/or plastic sphere dispenser (PSD). The agencies may require pilots to demonstrate this proficiency during an evaluation flight in an aircraft supplied by the Contractor and at no expense to the Government.

B10.2.9 Minimum PIC time accumulated as follows:

(a) 1,500 hours . . . in helicopters.
(b) 100 hours . . . in helicopters in the last 12 months.
(c) 100 hours . . . in the weight class of the helicopter offered. Defined as aircraft having a gross weight of "less than 12,500 pounds" and "12,500 pounds or greater."
(d) 100 hours . . . in turbine engine helicopters.
(e) 50 hours . . . in the same make and model as the contract helicopter. Pilot flight hour requirements in make and model may be reduced by 50 percent, if the pilot shows evidence of having satisfactorily completed the manufacturer's approved ground school and flight check in the same make, model, and series as the contract helicopter. (See the Helicopter Like Makes and Models Exhibit.).

(f) 10 hours . . . in the same make, model, and series as the contract helicopter in the last 12 months.
(g) Last 90 days . . . Compliance with 14 CFR 61.57 or 135.247 as appropriate.
(h) 10 hours . . . in designated mountainous areas in the same make and model as the contract helicopter.
(i) 200 hours . . . Total mountain flight hours. Defined as experience in operating helicopters in mountainous terrain as identified in 14 CFR 95 Subpart B – Designated Mountainous Area. Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.

B10.3. **Special Pilot Requirements**

B10.3.1 Short-haul/rappel activities are a requirement of this contract. All pilots will have logged additional experience as pilot-in-command as follows:

B10.3.1.1 50 hours . . . in make, model, and series of helicopter offered in the last 12 months.
B10.3.1.2 25 hours . . . Rappel/short-haul or vertical reference experience (longline requiring precision placement) in the last 12 months

B10.3.2 Attend a short-haul/rappel recurrency/proficiency training session. This training shall be conducted at Yosemite National Park and documented by a qualified spotter and will include the items under B10.3.2.1 through B10.3.2.7.

B10.3.2.1 Briefing and familiarization on short-haul/rappel bracket and hard points for the specific model.

B10.3.2.2 Seating arrangements for spotters.

B10.3.2.3 Perform a minimum of six ground mockups in the aircraft model to be used, including rigging aircraft for a short-haul/rappel mission and deploying the short-haulers.

B10.3.2.4 Briefing on any peculiarities of the specific model.

B10.3.2.5 Demonstrates ability to operate the helicopter during three short-haul sequences.

B10.3.2.6 Demonstrate ability to work with short-haul spotter.

B10.3.2.7 After successful completion of the short-haul flight evaluation as described in the Short-Haul Pilot Proficiency Test Exhibit and DOI NBC-Aviation Management approval, recurrency will be conducted at the expense of the Government.

B10.3.3 Pilot will be subject to a performance check every 14 days.

B10.3.4 Short-haul/rappel operations will be conducted in accordance with the *DOI Short-Haul Handbook*, *Yosemite Short-Haul Operations Plan*, National Park Service Rappel Operations Plan and the *Interagency Helicopter Rappel Guide*. These will be provided to the Contractor by the National Park Service.

B10.3.5 Single-skid, toe-in, hover-exit/entry procedure (STEP), landings are an operational requirement of this contract per section B20. Pilots must have been trained per company policy and be approved by AMD prior to conducting such STEP landings under this part.

B10.4 For a pilot who has not been previously inspected and approved by the DOI, NBC-Aviation Management or USDA Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. This will be required prior to pilot inspection by DOI NBC-Aviation Management.

B11 Personnel Duty Limitations

The Contractor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B12 Flight Crewmembers' Duty and Flight Limitations

B12.1 Assigned duty of any kind must not exceed 14 hours in any 24-hour period. "Duty" includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers must be subject to the following duty hour limitations:

B12.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1.1 The pilot must be given 2 calendar days of rest (off duty) within any 14 consecutive calendar days.

B12.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. This record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. "Flight time" includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature, whether compensated or not.

B12.2.3 Pilot flight time computations will begin at liftoff and end at touchdown and will be computed from the flight hour meter installed in the aircraft.

B12.2.4 Flight crewmembers must be limited to the following restrictions which fall within their duty hour limitations:

B12.2.4.1 A maximum of 8 hours flight time during any assigned duty period.

B12.2.4.2 A maximum of 42 hours of flight time during any consecutive 6-day period. When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following one calendar day off duty for rest, after which a new 6-day cycle will begin.

B12.3 Exceptions. Federal agencies may issue a notice reducing the length of personnel duty days and/or increasing days off either on a geographic or agency-wide basis.

B13 Mechanic Requirement

The Contractor must provide, in addition to a pilot, a mechanic who is available to service and inspect the contract aircraft at the designated base of operations.

B14 Mechanic Qualifications

The Contractor must provide a mechanic(s) who meets the minimum qualifications shown below and who possesses required certificates and evidence of having satisfactorily completed evaluations for required tasks. The Contractor may enter into an agreement with a qualified mechanic or maintenance facility whose personnel meet the requirements set forth below. Details of the agreement must be clarified with the COTR. The mechanic must have:

B14.1 A valid FAA mechanic certificate with airframe and power plant (A&P) ratings. The mechanic must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months.

B14.2 Been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the 24 months immediately preceding the contract start date.

B14.3 Twelve months' experience as an A&P mechanic or foreign equivalent certificate in maintaining helicopters (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B14.4 Maintained a helicopter of the same make and model as the contract helicopter under "field" conditions for at least one (1) full season. (A mechanic who has maintained the helicopter away from the Contractor's base of operations with minimal supervision for 3 months will meet this requirement.)

B14.5 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service- or DOI NBC-Aviation Management-approved Contractor's training program for the same make and model of contract helicopter or show evidence that he/she has 12 months' maintenance experience on a helicopter of the same make and model as the contract aircraft.

B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

B15.1 Within any 24-hour period, mechanics must have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time.

B15.2 Mechanics must have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B15.3 "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated; or any other time of a commercial nature whether compensated or not.

B15.4 The mechanic is responsible for keeping the Government apprised of his/her duty limitation status.

B15.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B15.6 When the mechanic is serving as the fuel servicing vehicle driver, the more stringent duty limitations will apply.

B16 Fuel Servicing Vehicle Driver Requirement and Qualifications

For each day the aircraft is required to be available, the Contractor must furnish a fuel servicing vehicle driver who meets all Department of Transportation (DOT) requirements for fuel vehicle drivers.

B17 Fuel Servicing Vehicle Driver Duty Limitations

B17.1 The Contractor must ensure that fuel servicing vehicle drivers comply with DOT Safety Regulations 49 CFR Parts 390-399, including duty limitations.

B17.2 The fuel servicing vehicle driver must have a minimum of 2 full calendar days of rest (off duty) during any 14-day period. Off duty days need not be consecutive.

B17.3 The fuel servicing vehicle driver must be responsible for keeping the Government apprised of his/her duty limitation status.

B17.4 Relief or substitute fuel servicing vehicle drivers reporting for duty may be required to furnish a record of all DOT duty time during the previous 14 days.

B18 Relief Crew Requirement

B18.1 The Contractor must provide a qualified relief crew, consisting of a pilot, fuel servicing vehicle driver, and mechanic, that is available to perform duties during the regular crewmember's scheduled days off. The Contractor must transport the relief crew to the designated base at no additional cost to the Government.

B18.2 The Contractor must provide a planned schedule of relief duty days to the Contracting Officer's Representative (COR) at the start of the exclusive use period. Relief crewmembers must arrive at the designated base before the scheduled duty period begins to ensure compliance with rest periods set forth herein.

OPERATIONS

B19 Pilot Authority and Responsibility

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo. The contract pilot:

B19.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B19.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B19.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo. When required by the Government, the pilot must utilize the Standard Interagency Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in the exhibits.

B19.4 May perform preventative maintenance in accordance with 14 CFR Part 43.3(h) or with the Contractor's operational specifications, as appropriate.

B19.5 May function as a mechanic when the aircraft is not available due to required maintenance, provided that:

B19.5.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B19.5.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B19.5.3 The pilot does not accomplish scheduled maintenance, such as 50- and 100-hour inspections.

B20 Flight Operations

Regardless of any status as a public aircraft operation, the Contractor must operate in accordance with their approved FAA operations specifications and all portions of 14 CFR Part 91 (including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by the Contracting Officer. The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B20.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for short flights do not need to be repeated unless new passengers come

aboard. The briefing must describe the location/use of the following:

a. Emergency locator transmitter.
b. First aid/ survival kits.
c. Personal protective equipment.

B20.3 Dual controls must be removed or deactivated prior to contract performance.

B20.3.1 Exception: Medium helicopter dual controls may be installed during routine Government use. The pilot shall occupy the manufacturer's designated pilot station during all flight operations unless otherwise authorized by the FAA. When dual controls are installed, the pilot shall restrict access to the copilot seat. Only the helicopter foreman, manager, or similar crewmember should be allowed to occupy the copilot seat. The pilot shall brief to remain clear of the flight controls at all times.

B20.4 **Single-skid, toe-in, hover exit/entry procedure (STEP) landings.** Toe-in, single-skid, hover exit/entry procedure landings are authorized in accordance with the bureau's written approval for the accomplishment of these types of landings.

B20.4.1 The Contractor shall have in place company policy concerning these types of STEP landings, and updates or changes to the Contractor's policy concerning STEP landings shall be provided to the contracting officer.

B20.4.2 STEP landing training is required with the actual crew compliment to be used prior to the accomplishment of these types of landings. The training will be in accordance with DOI policy and be provided or approved by AMD.

B20.5 Day/night use. Helicopters must be limited to flight during daylight hours and under VFR conditions only. Daylight hours are defined as from 30 minutes before official sunrise to 30 minutes after official sunset; or, in Alaska, during extended twilight hours when terrain features can be readily distinguished from a distance of at least one mile.

B20.6 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or a DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals must not exceed one-hour intervals under normal circumstances.

B20.8 Flights with doors open or removed. The Government may ask the pilot to fly aircraft with any door(s) removed or opened (sliding doors). The aircraft external registration number must be displayed in a way that it is not compromised by this requirement. The pilot must be responsible for removing and securing the doors.

B20.9 Smoking will not be allowed in the aircraft.

B20.10 The pilot must remain at the flight controls while rotors are turning with the following exception. For post-flight procedures and/or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the Rotorcraft Flight Manual allows and if the pilot remains within the arc of the rotor(s). The pilot must coordinate this action with the helicopter manager prior to exiting the aircraft. Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

B20.11 Water bucket use. The procedures shown in the Water Bucket Use Procedures Exhibit must be used for all bucket operations.

B21 Security of Aircraft and Equipment

The Contractor will be responsible at all times for the security of their contract aircraft, vehicles, and associated equipment.

B21.1 Physical Security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different antitheft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B21.1.1 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft. The devices must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B21.1.2 Using other means of securing or disabling an aircraft is acceptable, provided it achieves a level of security equal to or greater than the following examples of locking devices and methods:

Keyed magneto
Keyed starter switch
Keyed master power switch
Hidden battery cutoff switches
Hidden start relay switches
Throttle/power lever lock

Mixture/fuel lever lock
Locking fuel cutoff
Locking tiedown cable

Unacceptable locking devices and methods are:

Locking aircraft doors
Fenced or gated parking area

B22 Personal Protective Equipment (PPE) for Flight Operations

The Contractor must provide and require personnel to wear PPE for flight operations. The following PPE must be operable and maintained in accordance with the manufacturer's instructions throughout the contract performance.

B22.1 A one-piece hard-shell flight helmet made of polycarbonate, Kevlar, carbon fiber, or fiberglass that must cover the top, sides (including the temple area and to below the ears), and the rear of the head. Flight helmets must be clean, properly adjusted, maintained in accordance with the manufacturer's specifications, and compatible with the required avionics. Chinstraps are required on all flight helmets and must be properly adjusted and fastened.

B22.1.1 Flight helmets currently approved for helicopter applications are the SPH-5, HGU-84P, SPH-4B, and HGU-56P manufactured by Gentex, the Alpha 200, Alpha 400, and Alpha Eagle (900) manufactured by Interactive Safety Products, and the MSA Gallet LH050 (single inner visor), LH150 (single outer visor), and the LH250 (dual visor--one inner and one outer).

Note: Helmets designed for use in fixed-wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use.

B22.2 Fire resistant clothing consisting of:

B22.2.1 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire resistant polyamide or aramid material or equal.

B22.2.2 Boots with tops which must extend above the ankle and must be constructed so that metal parts, such as shoestring eyes or zippers, do not contact the wearer's skin. Nonleather boots must be flight approved in accordance with U.S. Military standards for aviation use.

B22.2.3 Leather or polyamide or aramid gloves.

Note: The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec.

B22.3 A personal flotation device (PFD) must be worn when conducting flight operations (water bucket dipping, snorkeling) over water sources such as ponds, streams, lakes, rivers, and coastal waters. This equipment may, but is not required to, meet the standards of 14 CFR Part 135.167(a)(1). Automatic inflation (water-activated) PFD's are not authorized.

B23 PPE for Ground Operations

B23.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

B23.1.1 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hardhat, or flight helmet with chinstrap fastened, hearing and eye protection. Note: Maintenance personnel working on a running aircraft are exempt from glove and hardhat requirements.

B23.1.2 Fuel service vehicle operators must wear non-static (example: cotton/natural fiber) clothing and gloves.

B24 Exemption for Transportation of Hazardous Materials

B24.1 The Contractor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, Department of Transportation Special Permit DOT-SP-9198, and the *DOI/USDA Forest Service Interagency Aviation Transport of Hazardous Materials Handbook/Guide*.

B24.2 A copy of the current special permit, DOI handbook, and *DOT Emergency Response Guidebook* must be carried aboard each aircraft transporting hazardous materials.

B24.3 The Contractor must ensure that each employee who may perform a function subject to this DOT Special Permit receives required training which can only be satisfied by completing Interagency Aviation Training module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at http://www.iat.gov. The Contractor must document this training in the employee's records and make it available to the Government when requested.

Note: The DOT special permit and the DOI handbook are available online at http://amd.nbc.gov. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook.*

B25 Fuel and Servicing Requirements

B25.1 General

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. All fuel must be commercial (or military) grade aviation fuel approved for use by the airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910.

B25.1.2 The Contractor must ensure that they are in compliance with 40 CFR Part 112: Oil Pollution Prevention; Spill Prevention, Control, and Countermeasure Plan Requirements (SPCC).

B25.1.3 In addition to all minimum requirements found under 40 CFR Part 112, a SPCC plan is also required for each mobile fueler (as defined in 40 CFR Part 112) (fuel servicing vehicle) used on this contract regardless of the bulk storage container (tank) size.

B25.2 Fueling Operations. The Contractor must ensure that:

B25.2.1 Rapid refueling is required on this contract. The Contractor must have an FAA-approved program for rapid refueling of helicopters as directed by 14 CFR 135.23. and comply with *NFPA 407: Aircraft Fuel Servicing*, chapter 5, section 21. NFPA 407 5-21.2(b), Government personnel are not to be on board the aircraft during refueling operations.

B25.2.2 The NFPA fuel-handling handbook must be used as a guide. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269.

B25.2.3 The aircraft must not be refueled while the engine is running unless section B25.2.1 (Rapid refueling) has been activated.

B25.2.4 Government personnel are not involved with the refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.5 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

B27 Airworthiness Directives (ADs) and Manufacturer's Mandatory Service Bulletins (MMSBs)

B27.1 The Contractor must comply with all applicable MMSBs and FAA ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the MMSBs and FAA ADs applicable to the contract aircraft in the format shown in Advisory Circular (AC) 43-9C, Appendix 1, complete with authorized signature, certificate, type, and number.

B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft.

B28.2 If requested by the Government, the Contractor must furnish to the Contracting Officer’s Technical Representative (COTR) a copy of the Contractor's procedures manuals as outlined in 14 CFR Part 135.21 along with any revisions made during the contract period.

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR Part 43.

B29.2 The Contractor must ensure that a mechanic who meets the contract qualification requirements inspects the contract helicopter in accordance with the procedures outlined in the operator’s FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine/preventative maintenance must be performed before or after the Government’s scheduled daily use period or as approved by the Contracting Officer’s Representative (COR).

B29.4 The cargo hook must be maintained in accordance with the manufacturer’s operating and maintenance

instructions. If there is no hook manufacturers recommended maintenance and overhaul program, completely disassemble, inspect, repair as required, lubricate, and perform a full-load operational check every 24 calendar months.

B29.5 The fire extinguisher must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers*, or the Contractor's 135 operations manual.

B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the Contracting Officer (CO). This must be accomplished before the aircraft resumes service under the contract.

B30.2 The Contractor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B31 Time Between Overhaul (TBO) and Life-Limited Parts

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when the component was overhauled, replaced, or inspected.

B32 Weight and Balance

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 24 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

B33 Turbine Engine Power Assurance Checks

On the first day of operation and no more than each 10 hours of operation thereafter, the Contractor must perform a power assurance check in accordance with the helicopter flight manual (pilot's operating handbook) or approved company performance monitoring program. The results must be recorded and kept with the aircraft. Engines with power output below minimum approved limits must be removed from contract use until the condition is corrected.

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (52.212-4 FEB 2012) [Tailored SEPT 2005]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance*. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

(1) *Items accepted*. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest*. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions*. The Contracting Officer will issue a final decision as required by 33.211 if –

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A)The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails

to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq*., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at *https://www.acquisition.gov* or by calling 1-888-227-2423 or 269-961-5757.

C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (FEB 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐(3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

☐(5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

☒(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

☒(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C.2313)

☐(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

☐(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

☐(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐(11) [Reserved]

☐(12) (i)52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐(iii) Alternate II (NOV 2011).

☐(13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐(ii) Alternate I (OCT 1995) of 52.219-7.

☐(iii) Alternate II (MAR 2004 of 52.219-7.

☒(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011)(15 U.S.C. 637 (d)(2) and (3)).

☐(15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011)(15 U.S.C. 637(d)(4).

☐(ii)Alternate I (OCT 2001) of 52.219-9.

☐(iii) Alternate II (OCT 2001) of 52.219-9.

☐(iv) Alternate III (JUL 2010) of 52.219-9.

☐(16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

☒(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

☒(17) 52.219-14, Limitations on Subcontracting – Alternate I (JAN 2012)

☐(1**8**)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

☐(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐(ii) Alternate I (JUNE 2003)of 52.219-23.

☐(20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐(21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒(23) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2).

☐ (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

☐ (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

☒(26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

☐(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒(28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒(29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

☒(30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

☒(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

☒(32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

☒(33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

☒(34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items

or certain other types of commercial items as prescribed in 22.1803.)

☐(35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐(36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐(37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

☐(ii) Alternate I (DEC 2007) of 52.223-16.

☐(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

☐(39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

☐(40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2009) (41U.S.C. 10a - 10d, 19U.S.C. 3301 note, 19U.S.C. 2112 note, 19U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐(ii) Alternate I (JAN 2004) of 52.225-3.

☐(iii) Alternate II (JAN 2004) of 52.225-3.

☐(41) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

☒(42) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O's, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐(44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

☐(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐(46) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒(47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☐(48) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐(49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

☐(50) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒(1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq*.).

☒(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.). (See Exhibits)

☒(3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

☐(4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq*.).

☐(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq*.).

☐(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq*.).

☐(7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

☐(8) 52.237-11, Accepting and Dispensing of $1 Coin (SEPT 2008) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals

under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved.]

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq*.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41U.S.C. 351, *et seq*.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3. Inspection/Acceptance (52.212-4(a)), the following is added

C3.1 Inspection Scheduling and Process. After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.3 Approved aircraft, fuel servicing vehicles and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, or Interagency Pilot Qualification card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR.

The Contractor must ensure that:

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The mechanic qualification card is kept in the possession of the mechanic and available for inspection at all times.

C3.3.4 The fuel service vehicle data card is kept in the fuel servicing vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.5.

C3.5 Equipment

C3.5.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.5.2 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.6 Personnel

C3.6.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.6.1.1 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. The flight evaluation will be conducted in accordance with the FAA Commercial Practical Test Standards (PTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.6.1.2 The aircraft used for the evaluation(s) must be the same make, model, and series awarded for this contract and be equipped with dual controls. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.6.1.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

Low-level flight (within 500' of the surface)
Mountain flying (helicopter)
Resource reconnaissance
Fire reconnaissance
External load - longline >200' (helicopter) with remote hook
Aerial ignition
Water/retardant application
Rappel - 300'
Short-Haul - 250'

C3.6.1.4 Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

C3.4 Substitute Personnel, Aircraft, or Equipment

C3.4.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule. The Government may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.5

C3.4.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.4.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

C3.5 Reinspection Expenses

C3.5.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.5.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at $75.00 per hour, and transportation and subsistence at actual cost.

GENERAL CONTRACT TERMS AND CONDITIONS

C4 Type of Contract (52.216-1 APR 1984). The Government contemplates award of a firm-fixed indefinite delivery/indefinite quantity type contract.

C4.1 Indefinite Quantity (52.216-22 (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

C4.2 Ordering. (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

C4.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount less than the guaranteed daily availability or guaranteed flight hours as shown in Section A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor—

(1) Any order for a single item in excess of $6,500,000;

(2) Any order for a combination of items in excess of $9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b)of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C5 Personal Identity Verification of Contractor Personnel (52.204-9 NOV 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

C5.1 Contractor Personnel Security Requirements

C5.1.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need unsupervised access to a Federally controlled Level 3 or 4 information system.

C5.1.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be

subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C6 Availability of Funds (52.232-18 APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

C7. Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

C8. Reserved

C9. AQD Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

C10. Reserved

C11. Department of the Interior Clauses Incorporated by Reference

C11.1 Indian Preference – Department Of the Interior (1452.226-70 APR 1984)

C11.2 Indian Preference Program – Department Of The Interior (1452.226-71 APR 1984)

C12. Authorities and Delegations (May 2010)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the Contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;

2) Waive or agree to modification of the delivery schedule;

3) Make any final decision on any contract matter subject to the Disputes Clause;

4) Terminate, for any reason, the Contractor's right to proceed;

5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

C12.1 Contracting Officer's Technical Representative (COTR)

The COTR is authorized to take any or all actions necessary to ensure compliance with the technical portions of the contract. The COTR will conduct all requested or required inspections.

The COTR for this contract is:

Mr. Gary Kunz
DOI – Aviation Management
West Regional Office
960 Broadway Avenue, Suite 300
Boise, Idaho 83705

Phone: 208-334-9310
Fax: 208-334-9303

C12.2 The DOI – Aviation Management Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations. The ASM is:

Mr. Keith Raley
DOI – Aviation Management
300 E. Mallard Drive, Suite 200
Boise, ID 83706-3991

Phone: 208-433-5071
Fax: 208-433-5007

C13. Prework Meeting

A prework meeting between the Government and the Contractor along with their primary crew members is typically held at or near the starting Designated Base and is usually in conjunction with the start of the exclusive use period. The Contractor's primary crew members must attend any prework meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.; and (3) review of the local base procedures.

C14. Taxes (52.212-4(k)), the following is added

C14.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C14.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C14.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: www.irs.gov.

C14.4 Fuel Tax. Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C14.5 Transportation Tax. When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C14.6 Exemptions. The Internal Revenue Service and the U.S. Treasury Department have issued several rulings

regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C14.7 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross takeoff weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C14.8 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf

C15. Economic Price Adjustment - Fuel

C15.1 During the contract period, including any renewal, the hourly flight rate may be adjusted as set forth herein to reflect increases and decreases in the cost of aviation fuel.

C15.2 The Contractor warrants that the prices offered for this contract do not include any allowances for any contingency to cover increased costs for which adjustment is provided under this clause.

C15.3 **Base Price**. The base price will be the commercial price obtained by the Government for jet fuel or aviation gasoline (whichever is appropriate) at or near the designated base and at the time the solicitation is issued. The base price for fuel is identified in Section A, Requirements and Prices.

C15.4 **Reference Price**. The reference price will be the commercial fuel price in effect at the time of economic price adjustment. The reference price will be obtained from the same source as the base price. The reference price will become the base price for the subsequent adjustment.

C15.5 **Flight Rate Adjustment**. Adjustment to the hourly flight rate is the difference between the reference price and the base price multiplied by the hourly fuel consumption rate for the type aircraft involved as shown in the Helicopter Fuel Consumption and Weight Reduction Chart Exhibit. The flight rate adjustment will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C15.5.1 The hourly flight rate will be adjusted upward whenever the Contractor notifies the CO in writing that the reference price is more than 10 percent higher than the base price. The hourly flight rate will be adjusted downward whenever the CO notifies the Contractor in writing that the reference price is more than 10 percent lower than the base price. The adjusted price will apply to flight time occurring after receipt of said notice.

C15.6 Fuel price adjustments will be subject to review by the CO.

CONTRACT PERIOD AND RENEWAL

C16. Contract Period

The contract period will be from date of award through May 9, 2013, unless otherwise extended as allowed herein. The contract period for option years are as follows:

Option 1: May 10, 2013 through May 9, 2014
Option 2: May 10, 2014 through May 9, 2015
Option 3: May 10, 2015 through May 9, 2016
Option 4: May 10, 2016 through October 18, 2016

C17. Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years, 6 months.

C18. Exclusive Use Period

C18.1 The exclusive use period will extend for 162 calendar days. The exclusive use period will start on either of the following:

C18.1.1 The date stipulated in Section A as confirmed by a Notice to Proceed issued by the CO or COR 10 days prior to the start date.

C18.1.2 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor at least **20** days in advance of the intended start date which establishes a start date that commences not more than 14 days prior to nor 14 days after the start date stipulated in Section A.

C22.1.2.1 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor less than **20** days in advance of the intended start date must be mutually agreed upon.

C18.1.3 The date determined according to the following paragraph.

C18.1.3.1 The exclusive use period start date is based on the assumption that the Contractor will receive notification of contract award or renewal at least 30 days before the exclusive use period begins. If notice of award or renewal is not received at least 30 days in advance of the start date, the exclusive use period will start when service begins or 30 calendar days after notice of award or renewal is received, whichever occurs first.

C18.2 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C18.3 The CO must authorize by modification any use outside the exclusive use period and any agreed upon extension.

C19. Mutual Extension of Exclusive Use Period

Upon mutual agreement by the parties, the CO will modify the contract to extend the exclusive use period on a day-to-day basis, either prior to the established starting date or subsequent to the ending date. The contract terms, conditions, specifications and prices will apply to such extension; however, in accordance with the Federal Travel Regulations (FTRs), the Government will pay subsistence daily for each authorized crew member while operating at the designated or an alternate base.

C20. Notice of Contractor Performance Assessment Reporting System (July 2010)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at http://www.cpars.csd.disa.mil/. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation and the report will be accessible at http://www.cpars.csd.disa.mil/. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your

firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

C21. FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Jan 2011)

(a) (1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at http://www.ccr.gov.

AVAILABILITY REQUIREMENTS

C22. Availability Requirements

During the exclusive use period and any extension, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C22.1 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C23. Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C23.1 **Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C23.2 **Alert**. After standby Contractor personnel may be authorized to leave the immediate vicinity of the work site, but remain in an on call status subject to call back. When authorized to leave, they must maintain communications acceptable to the Government and must be ready for takeoff/dispatch within 60 minutes (or longer, if authorized by the Government) after the Government attempts to contact the Contractor's representative. Failure to return to service as required will result in loss of availability status and extended standby, as applicable.

C23.3 **Release From Duty**. Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

C24. Maintenance During Availability Period

C24.1 The COR may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C24.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C25. Unavailability and Damages

C25.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C25.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

C26. Personnel Conduct

C26.1 Replacement of Contractor Personnel

C26.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C26.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C26.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C26.2 Suspension of Pilot

C26.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C26.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C26.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C26.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C27. Safety and Accident Prevention

C27.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C27.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C27.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C27.3. **Safety Management System Plan**. The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/Safety Program within 30 days after notice of contract award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/Safety Program must be organized under the following four components and as identified in the Safety Management System Plan/Safety Program Exhibit 16.

-Safety Policy

-Safety Risk Management
-Safety Assurance
-Safety Promotion

C27.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/Safety Program during the life of the contract.

C27.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in Exhibit 16.

C28. Mishaps

C28.1 **Mishap Definitions**

As used throughout this contract, the following terms will have the meanings set forth below.

C28.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident.
Operator
Serious Injury
Substantial Damage

C28.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C28.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C28.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C28.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C28.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C29. Mishap Reporting

C29.1 The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C29.1.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C29.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C29.3 **Forms Submission**

C29.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C29.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at http://www.safecom.gov/ is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "Safecom".

C29.4 Pilot Suspension

See Suspension of Pilot clause above.

C29.5 **Preservation Requirements**

C29.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C29.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C29.6 **Mishap Investigations**

C29.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C29.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the

aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C29.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C29.8 **Rescue and Salvage Responsibilities**

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

MEASUREMENT AND PAYMENT

C30. Daily Availability

Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C30.1.1 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C31. Flight Time

C31.1 Measurement of Flight Time. Flight time will be measured from lift-off to touchdown in hours and tenths. Flight time will be measured by means of an approved electrical time recorder, as required in Section B.

C31.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A.

C31.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection will be at the expense of the Contractor and will not be measured for payment.

C31.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C32. Mobilization/Demobilization

C32.1 The Contractor is be responsible for all mobilization and demobilization costs to and from the designated base(s) stipulated in Section A. The Government may, at its discretion, release the Contractor from other than the base stipulated in Section A. The contract price will be adjusted as described below whenever the distance from the point of release to the Contractor's home base is greater than or less than the distance between the Contractor's home base and the designated base stipulated in Section A.

C32.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C32.3 Fuel servicing vehicle mileage will be measured using the most direct route taken from the Household Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company.

C32.4 Distances that are greater than home base to the base stipulated in the Section A will result in a payment to the Contractor. Distances that are less than home base to the base stipulated in Section A will result in a decrease to the Contractor.

C32.5 The Government will reimburse the Contractor for vehicle mileage for the transport of an additional fuel servicing trailer.

C33. Additional Pay Items (from Schedule of Items)

Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C33.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the designated base subject to the following:

C33.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C33.1.1.1 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates.

NOTE: Any invoice that includes amounts in excess of the FTR specified locality rates will be reduced to the authorized rate for payment or rejected back to the Contractor.

C33.1.1.2 No lodging receipts are required to support the subsistence claim.

C33.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C33.1.3 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C33.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

STANDARD
Meals and Incidental Expense: $46.00
Lodging: $77.00
Total: $123.00

HIGH RATE
For current FTR per diem rates see Internet site http://www.gsa.gov/portal/category/21287.

C33.1.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C33.2 Fuel Supply Expense. The Contractor is responsible for the cost of all fuel required for contract performance. When the Contractor is ordered to operate from an alternate base, the Government will, at its option:

C33.2.1 If the Government furnishes fuel to the contractor, the Government will deduct from the contractor's invoice, the base price of fuel identified in Section A multiplied by the number of gallons furnished to the Contractor.

C33.2.2 If the Contractor furnishes fuel and the cost is greater than the Base Price identified in Section A by greater than 10 percent, the contactor may be reimbursed the difference of the Base Price and the actual price paid by providing paid receipts to the Contracting Officer.

C33.3 Transportation Costs Associated with Operating Away From the Designated Base. When operating from an alternate base, the Contractor is required to provide for transporting relief personnel, unless otherwise directed by the Government. Prior to the exchange, the Contractor must advise the COR of the anticipated costs. The Contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment listed below.

-Relief Crew members. The complement must be the same as required in Section A.

-Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C33.4.1 Each time the Contactor provides relief away from the Designated Base, the Contractor must complete and submit the Transportation Worksheet Exhibit 17, attach supporting invoices identified above to the invoice for payment, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C33.4.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for one crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C33.4.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently 55.5 cents) (Internet site http://www.gsa.gov) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will

not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C33.5 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The Contractor must support any cost exceeding $75.00 with an itemized, paid invoice.

C33.6 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to pay. The Contractor must support any cost exceeding $75.00 with an itemized, paid invoice.

C34. Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

BILLING AND REPORTING REQUIREMENTS

C35. Invoice Submission

The Contractor shall make electronic payment invoice requests through a controlled electronic invoicing and reporting system. An electronic report will be initiated by the Contractor documenting daily services provided as set forth by the contract, and when submitted for payment becomes the Contractor's invoice. More specific invoicing information will be provided at time of contract award.

C36. Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)

Effective no later than October 1, 2012 -- Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- Documents required Aircraft Use Reports (AMD Form 23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting invoice(s) and/or documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.). Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

C37. Contract Pricing

Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C38. Exhibits. The following exhibits are enclosed and made part of this solicitation: Vendors are required to complete one set of the required fill-in forms for each helicopter proposed**.**

Section B

1. Standard Interagency Load Calculation Form
2.Helicopter Fuel Consumption and Weight Reduction Chart
3.Unacceptable Lap Belt and Shoulder Harness Conditions
4.Acceptable Paint Schemes
5.First Aid Kit and Survival Kit
6.FS/AMD Drawing A-16
7.Helicopter Synthetic Longline Requirements
8.FS/AMD Drawing A-15-1
9.FS/AMD Drawing A-17
10.Helicopter Like Makes and Models
11.Procedures for Water Bucket Use
12.Short-Haul Pilot Proficiency Test

Section C Exhibits

13.Statement of Equivalent Rates for Federal Hires

14.Department of Labor Wage Determination Information
15.Unavailability Conversion Chart
16.Safety Management System (SMS)/Safety Program
17.Transportation Worksheet

EXHIBIT 1

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM

INTERAGENCY HELICOPTER **LOAD CALCULATION** AMD-67/FS 5700 (10/06)		**MODEL** **N#**
PILOT(S)		**DATE**
MISSION		**TIME**
1 **DEPARTURE**	**PA**	**OAT**
2 **DESTINATION**	**PA**	**OAT**
3 **HELICOPTER EQUIPPED WEIGHT**		
4 **FLIGHT CREW WEIGHT**		
5 **FUEL WT** (_____gallons **X** _____ lb per gal)		
6 **OPERATING WEIGHT** (3 + 4 + 5)		

	Non-Jettisonable		Jettisonable
	HIGE	**HOGE**	**HOGE-J**
7a **PERFORMANCE REF** (List page/chart from FM)			
7b **COMP GROSS WT** (FM performance section)			
8 **WT REDUCTION** (Req for all non-jettisonable)			
9 **ADJUSTED WEIGHT** (7b minus 8)			
10 **GROSS WT LIMIT** (FM limitations section)			
11 **SELECTED WEIGHT** (Lowest of 9 or 10)			
12 **OPERATING WEIGHT** (From line 6)			
13 **ALLOWABLE PAYLOAD** (11 minus 12)			

14 **PASSENGERS/CARGO MANIFEST**	
15 **ACTUAL PAYLOAD** (Total of all weights listed in Item 14) **Line 15 must not exceed line 13 for the intended mission.**	
PILOT SIGNATURE	
MGR SIGNATURE	Hazmat Yes ___ No ___

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (CONT.)
Interagency Helicopter Load Calculation Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change (±1,000' in elevation or ±5 ^{o}C in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 15.

1. Departure. Name of departure location and current pressure altitude (PA, read altimeter when set to 29.92) and outside air temperature (OAT, in Celsius) at departure location.

2. Destination. Name of destination location and PA and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of 2 ^{o}C/1,000' to estimate OAT.

Check the box in line 1 (departure) <u>or</u> line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

3. Helicopter equipped weight. Equipped weight equals the empty weight (as listed in the weight and balance data) <u>plus</u> the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

4. Flight crew weight. Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

5. Fuel weight. Number of gallons on board **X** the weight per gallon (**jet fuel = 7.0 lb/gal**; AvGas = 6.0 lb/gal).

6. Operating weight. Add items 3, 4 and 5.

7a. Performance references. List the specific flight manual supplement and **hover performance** charts used to derive computed gross weight for line 7b. Separate charts may be required to derive HIGE, HOGE, and HOGE-J. **HIGE:** Use hover-in-ground-effect, external/cargo hook chart (if available). **HOGE and HOGE-J:** Use hover-out-ground-effect charts for all HOGE operations.

7b. Computed gross weight Compute gross weights for HIGE, HOGE, and HOGE-J from appropriate flight manual **hover performance** charts using the pressure altitude (PA) and temperature (OAT) from the most restrictive location, either departure or destination. Check the box in line 1 (departure) <u>or</u> line 2 (destination) to indicate which values were used to obtain computed gross weight.

8. Weight reduction. The Government weight reduction is required for all "non-jettisonable" loads. The weight reduction is optional (mutual agreement between pilot and helicopter manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate weight reduction value, for make and model, can be found in the current helicopter procurement document (contract).

9. Adjusted weight. Line 7b minus line 8.

10. Gross weight limitation. Enter applicable gross weight limit from **limitations section** of the basic flight manual or the appropriate flight manual supplement. This may be maximum gross weight limit for takeoff and landing, a weight/altitude/temperature (WAT) limitation or a maximum gross weight limit for external load (jettisonable). Limitations may vary for HIGE, HOGE, and HOGE-J.

11. Selected weight. **The lowest weight, either line 9 or 10, will be entered for all loads.** Applicable limitations in the flight manual must not be exceeded.

12. Operating weight. Use the value entered in line 6.

13. Allowable payload. Line 11 minus line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable payload may differ for HIGE, HOGE, and HOGE-J.

14. Passengers and/or cargo. Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

15. Actual payload. Total of all weights listed in item 14. Actual payload must not exceed allowable payload for the intended mission profile; i.e., HIGE, HOGE, or HOGE-J.

Both pilot and helicopter manager must review and sign the form. Check if hazmat is being transported. Manager must inform the pilot of type, quantity, and location of hazmat on board.

EXHIBIT 2

HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

		Fuel Consumption	Load Calculation
		Gallon/Hour	Weight Reduction-Lb
EUROCOPTER	AS-330J	179	NOT ESTABLISHED
	AS-332L-1	160	NOT ESTABLISHED
	AS-350B/350BA	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1/355F-2	58	140
	AS-365N-1	87	275
	BK-117	77	160
	BO-105CBS	55	180
	SA-315B	58	180
	SA-316B	58	170
	SA-318C	56	80
	SA-319B	55	NOT ESTABLISHED
	SA-341G	56	170
	EC-120	31	NOT ESTABLISHED
	EC-130-B4	53	NOT ESTABLISHED
	EC-135	64	220
	EC-145	80	NOT ESTABLISHED
	EC-155B1	95	NOT ESTABLISHED
	EC-225	183	NOT ESTABLISHED
BELL	47	17A	90
	47/SOLOY	23	120
	204B (UH-1 SERIES)	86	200
	204 Super B	90	200
	205A-1	88	260
	205A-1++	90	260
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3 (Incl L-1 C30P)	38	180
	206L-4	38	180
	210	90	260
	212	100	390
	214B	160	380
	214B1	145	380
	214ST	133	NOT ESTABLISHED
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
	UH-1B	86	N/A
	UH-1B Super	88	N/A
	UH-1F	88	N/A
	UH-1H (-13 engine)	88	N/A
	UH-1H (-17 engine)	90	N/A
	TH-1L	88	N/A

MD	500C	23	110
	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
HILLER	SL-3/4	21A	90
	UH-12	17A	90
	1100B	22	130
	UH-12/SOLOY	23	100
SIKORSKY	S-55T	47	170
	S-58D/E	83A	OGE 000 IGE 400
	S-58T/PT6T-3	115	OGE 000 IGE 400
	S-58T/PT6T-6	115	OGE 000 IGE 460
	S-62A	70	300
	S-70	160	N/A
	S-76C+	90	NOT ESTABLISHED
	S-92	178	NOT ESTABLISHED
ROBINSON	R-44	15	75

"A" after the gallons indicates Avgas; all others are turbine. 5/10

EXHIBIT 3

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	1. Frayed: 5 percent or more 2. Torn 3. Crushed 4. Swelling: twice the thickness of original web or if difficult to operate through hardware 5. Creased: no structural damage allowed 6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	1. Inoperable buckle or other hardware 2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged 3. Fabricated bushings or tie wraps used as bushings 4. Rust/corrosion: only minor surface rust/corrosion allowed 5. Wear: wear beyond normal use
Stitches	1. Broken or missing 2. Severe fading or discoloring 3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	1. Missing 2. Illegible
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

EXHIBIT 4

ACCEPTABLE PAINT SCHEMES

1. Starting at the blade tip, paint the first 1/6 of the blade length with gloss white. Paint the second 1/6 of the blade length with yellow or orange. Paint the third 1/6 of the blade length with gloss white. Paint the next 1/3 of the blade length with yellow or orange. Paint the remaining 1/6 of the blade length with gloss white.

W	**Y**	**W**	**Y**	**W**	**HUB**	**W**	**Y**	**W**	**Y**	**W**
1/6	**1/6**	**1/6**	**1/3**	**1/6**		**1/6**	**1/3**	**1/6**	**1/6**	**1/6**

2. One black and one white blade (two-bladed rotor systems).

3. Paint schemes previously approved under a U.S. Forest Service or Department of the Interior, NBC, Aviation Management contract.

4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

EXHIBIT 5

FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

Minimum First Aid Kit Items

Each kit must be in a dust-proof and moisture-proof container.
The kit must be readily accessible to the pilot and passengers.

Item	Passenger Seats 0-9	Passenger Seats 10-50
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
2 pair latex gloves		
1 face shield		
1 mouth-to-mouth barrier		
1 protective gown		
2 antiseptic towelettes		
1 biohazard disposable bag		

NOTE: Splints are recommended if space permits.

Minimum Aircraft Survival Kit Items

Fire starter (can be two boxes of matches in waterproof containers, “metal match,” etc.)
Magnesium fire starter
Laser rescue light
Signal mirror
Signal flares (6 each) (non-marine signal flares)
Space blankets (one per occupant)
Candles
Whistle
One knife (includes “multi-tools” with knives)
Wire saw, axe, hatchet, or machete
Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)
Collapsible water container (sealing clear plastic bags(s))
Water purification tablets
Water (one quart per occupant required except when operating over areas with adequate drinking water)
Food (2 days’ emergency rations per occupant, with a caloric value of 1,000 calories per day)
If Automated Flight Following (AFF) is not installed in the aircraft, the Contractor must have at least one of these three items:

- Satellite phone
- 406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406 MHz ELT
- Handheld UHF or VHF radio

EXHIBIT 6

DRAWING FS/AMD A-16

Accessory Connector Pin Assignments

Griffith Bucket (7 wire)

Pin	MS 3101E-24-11S (Helicopter) Function	MS 3107B-24-11P (Bucket) Function	
A	Up limit relay coil	Up limit switch	(Green)
B	Up switch	Up limit switch	(White #16)
F	28VDC/Ground (up)	28VDC/Ground (up)	(White #12)
G	Down limit relay coil	Down limit switch	(Red #16)
H	Ground/28VDC (down)	Ground/28VDC (down)	(Black #12)
I	Down switch	Down limit switch	(Black #16)

Sims Bucket (3 wire)

Pin	MS 3101E-24-11S (Helicopter) Function	MS 3107B-24-11P (Bucket) Function	
B	28VDC/Ground	28VDC/Ground	(Green)
G	Ground (close)	Ground (close)	(White)
I	28VDC (open)	28VDC (open)	(Black)

Sims Bucket (8 wire)

Pin	MS 3101E-24-11S (Helicopter) Function	MS 3107B-24-11P (Bucket) Function	
A	28VDC (open)	28VDC (open)	(White/Black)
D	Ground	System Ground	(Blue/Green)
F	28VDC	System Power	(White, Red, Black)
H	Indicator light	Indicator light return	(Red/Black)
I	28VDC (close)	28VDC (close)	(Orange)

Chadwick Bucket (2 wire)

Pin	MS 3101E-24-11S (Helicopter) Function	MS 3107B-24-11P (Bucket) Function
B	28VDC/Ground (open)	28VDC/Ground (open)
H	Ground/28VDC (close)	Ground/28VDC (close)

Brackett Carousel/Chadwick Bucket (3 wire)

Pin	MS 3101E-24-11S (Helicopter) Function	MS 3107B-24-11P (Bucket) Function
C	28VDC Reset/bucket close	28VDC Reset/bucket close
D	Airframe Ground	System Ground
E	28VDC Hook/bucket open	28VDC Hook/bucket open

Simplex Helitorch, Bambi Bucket, Remote Hook, And Seeders (2 wire)

Pin	MS 3101E-24-11S (Helicopter) Function	MS 3107B-24-11P (Bucket) Function
D	Airframe Ground	System Ground
E	28VDC (bucket open)	28VDC Bucket/Hook Open-Torch/Seeder on

EXHIBIT 7

HELICOPTER SYNTHETIC LONGLINE REQUIREMENTS

1. Material Type

Helicopter synthetic longlines shall be constructed from the HMWPE or HMPE (High Molecular Weight Polyethylene) family of rope fibers including brand names such as Spectra by Allied Signal or fibers with similar properties. Spectra has very high strength, high flex fatigue life, very low stretch (less than 1 percent elongation at 30 percent of break strength), excellent chemical resistance, and less than 1 percent water absorption. Another high strength, high performance rope fiber is Vectran produced by Hoechst-Celanese. Rope brand names made from these types of fibers include Plasma 12, Spectron II, and Spectron 12 or AmSteel. Ropes from these fibers are usually twelve-strand or double-braid construction.

2. Rope Diameter: Minimum rope diameter shall be ½-inch.

3. Working or Rated Load

The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter. For reference, lifting capability for each category of helicopter is as follows:

Type 1: 8,000 lb to 30,000 lb or greater
Type 2: 1,600 lb to 4,500 lb
Type 3: 750 lb to 1,600 lb

4. Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic longlines. Therefore, all ropes shall have an ultimate strength (minimum breaking strength) of seven times the rated or working load. For example, if a Type II helicopter line will have a working load of 4,500 pounds, the rope must have a minimum breaking strength when new of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

5. Knots and Splices

No knots are permitted in the synthetic longline. Knots can decrease rope strength by as much as 50 percent. Splices may be used in the assembly of the longline, but no mid-line splicing repairs may be done. Resplicing at the end of the line is permitted only if the rope is in good condition and the new splice is done per the manufacturer's recommended splicing practices. Splices should always follow the manufacturer-recommended splicing practices.

6. Protective Coatings and Covers

Rope manufacturers offer protective coatings such as aromatic urethane coatings, which help with abrasion resistance and provide some UV protection. The coating appears as a dye on the rope and does not change the rope dimension. Heavy plastic coatings are not recommended because the inside of the rope cannot be inspected. Some companies also sell "sleeve" covers that attach with Velcro. These are easily removable for rope inspection and provide the greatest UV and debris protection. It is recommended but not required that synthetic longlines have the UV coating and/or the removable covers to help protect the lines. Consult rope manufacturers for acceptable coating methods.

Contractor shall comply with Manufacturer's recommended maintenance and inspection procedures.

EXHIBIT 8
DRAWING FS/AMD A-15

Adapter for King LPH/EPA Series

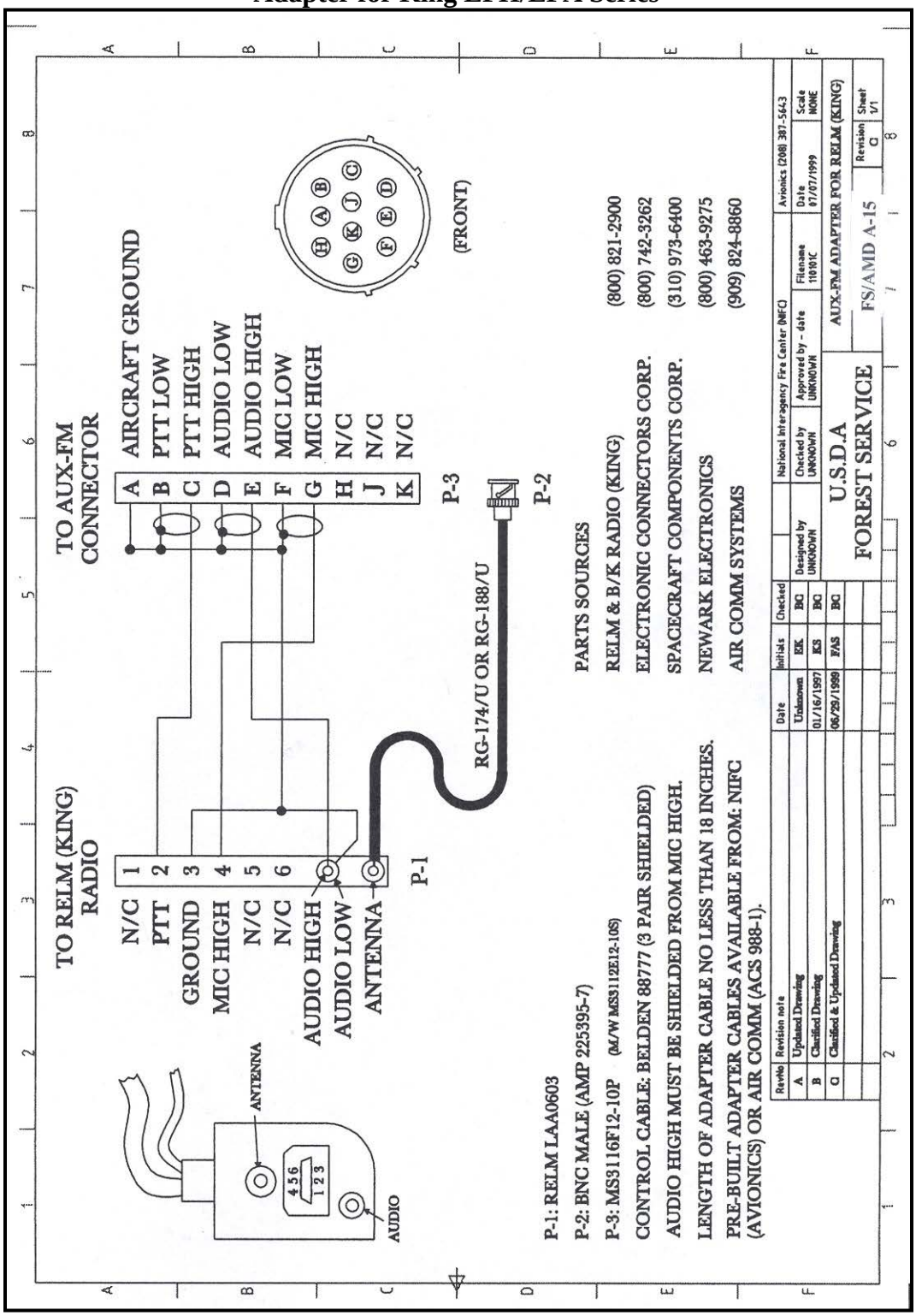


EXHIBIT 9
DRAWING FS/AMD A-17

Auxiliary FM Radio Interface

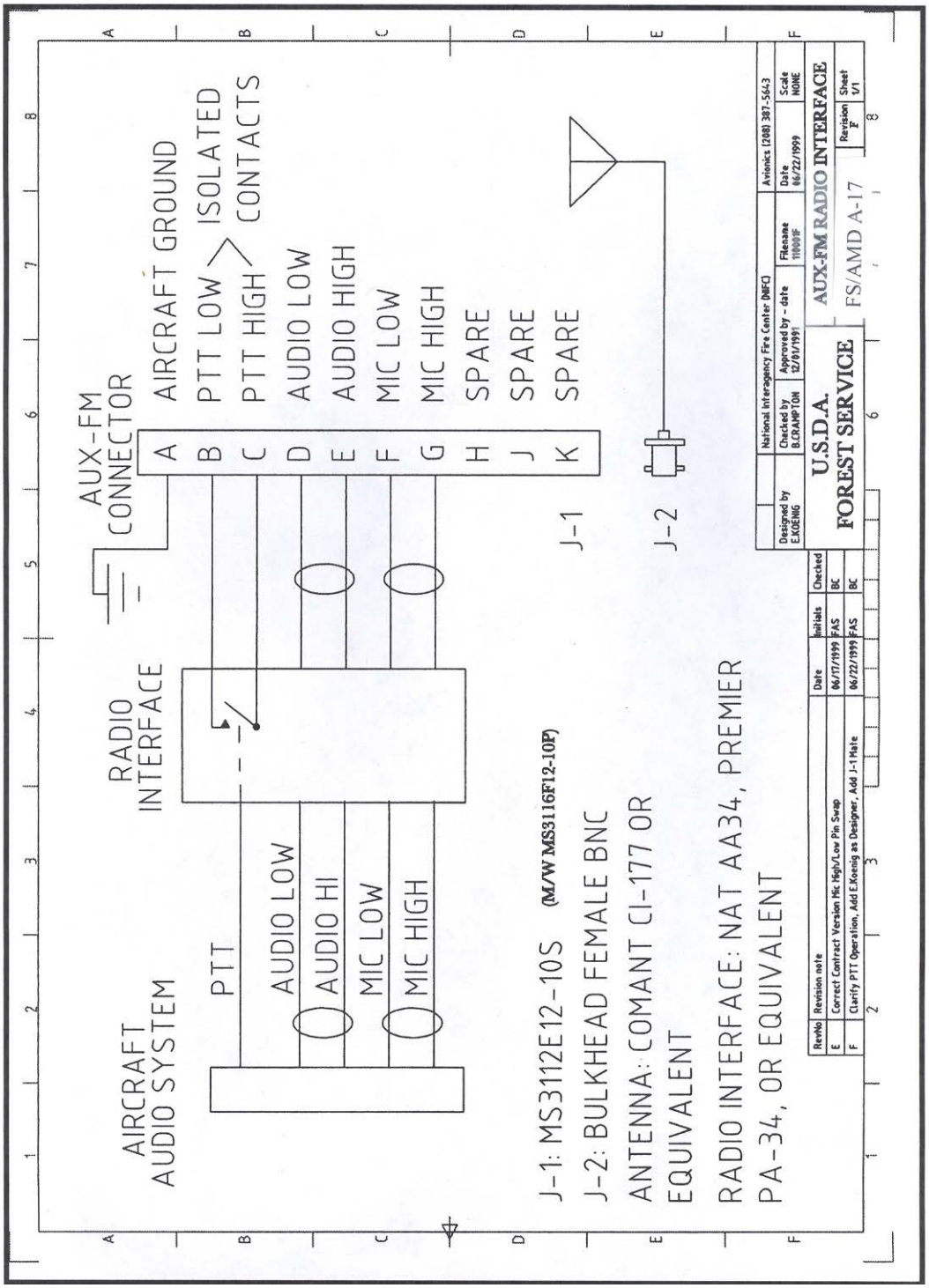


EXHIBIT 10

HELICOPTER LIKE MAKES AND MODELS FOR EXCLUSIVE USE CONTRACTS

Make	Model
Agusta	109
Bell	47 Series (All Recips)
Bell	47 Series Soloy
Bell	206A, 206B, 206BIII
Bell	206L, 206L-1, 206L-3, 206L-4
Bell	407
Bell	204, 205, UH-1, All Series
Bell	212, 412,
Bell	214
Boeing	BV 107, BK 107
Boeing	BV 234, CH 47 Series
Boeing	369 (500) Series
Boeing	MD-600N
Boeing	MD-900, 902
Enstrom	28 Series
Eurocopter	SA 315, SA 316, SA 319 (Alouette/Lama)
Eurocopter	SA 318
Eurocopter	AS 350 Series (Astar)
Eurocopter	AS 355 Series (Twin Star)
Eurocopter	SA 341 (Gazelle)
Eurocopter	SA 360
Eurocopter	SA 365 (Dauphin)
Eurocopter	AS 330, 332 (Puma)
Eurocopter	MBB 105 Series
Eurocopter	BK 117 Series
Eurocopter	EC-135
Eurocopter	EC-120
Hiller	12 Series (Recips)
Hiller	12 Series (Soloy)
Hiller	FH 1100
Hughes/Schweizer	269 (300) Series (Recips)
Schweizer	330
Kaman	H 43 Series
Kaman	K1200
Sikorsky	S-55, H19 (Recip), S-55T
Sikorsky	S-58, H34 Series (Recip), S-58T Series
Sikorsky	S-62
Sikorsky	S-61, Series
Sikorsky	S-64
Sikorsky	S-76, Series
Sikorsky	S-70, UH-60 Series

This list does not specifically follow the FAA guidelines as it relates to 14 CFR 135.293 competency. Similar military aircraft are not acceptable for grouping.

Grouping of like makes and models of aircraft allows determination of pilot authority. Differences training must be completed for each of the makes/models in a grouping. Make/model qualification and currency are met with time flown in any aircraft in grouping.

EXHIBIT 11

WATER BUCKET USE PROCEDURES

1. Determine allowable payload using the Interagency Load Calculation method, appropriate hover-out-of-ground effect (HOGE) helicopter performance charts, and current local temperature and pressure altitude (no partial dips for performance planning purposes will be authorized).

2. Adjust the bucket capacity at the beginning of the fuel cycle so that the actual payload does not exceed the allowable payload when the bucket is filled to the maximum adjusted capacity.

3. Use 8.3 pounds per gallon of water. If mixed fire retardant is being delivered by bucket, use the appropriate weight per gallon for that mixture. The weight of the empty bucket and any associated suspension hardware (lines, cables, connectors, etc.) must also be included in calculating the actual payload. Document the calculation of the actual bucket payload on the load calculation form or separate load manifest.

4. Helicopters may be exempt from Item 2 above if they are equipped with electronic hook load measuring systems that provide a cockpit readout of the actual external load and provide a bucket equipped with a gating system, which allows part of the load to be released while retaining the remainder of the load.

5. Fly at a speed that does not exceed 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less.

6. Mark the capacity of each position or adjustment level on the bucket. Collapsible buckets with cinch straps should only be adjusted to the marked graduations (as an example, 90%, 80%, 70%, 60%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

EXHIBIT 12

Short-Haul Pilot Practical Test Requirements

Page 1 of 4

(From the DOI HELICOPTER SHORT-HAUL HANDBOOK, February 2010)
(http://amd.nbc.gov/library/handbooks.htm)

Includes Pilot Test Standards for Yosemite National Park

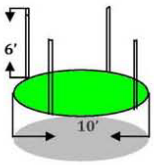
APPENDIX A: SHORT-HAUL PILOT PRACTICAL TEST COURSE REQUIREMENTS

The short-haul evaluation consists of two courses that can be set up as a temporary or permanent site. The materials that are used may vary, but the dimensions must be constructed as follows:

A. Phase One Evaluation Course

Construct a highly visible **circle** 10 feet in diameter with a minimum of four (4) small diameter poles that extend from the surface to an approximate height of 6 feet, spaced equally around the perimeter of the circle. This course should be set up in an area that gives adequate clearance for the helicopter to approach and depart and have safe clearance to complete hover turns. The course must be clearly identifiable to the pilot from the air.

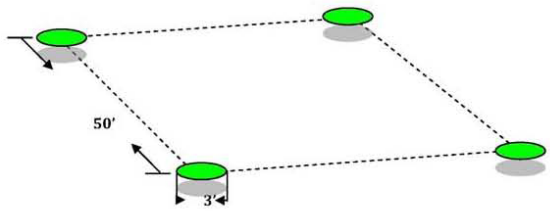
Diagram A.



B. Phase Two Evaluation Course

Construct a square course with sides 50 feet in length. At each of the corners, a 3-foot diameter circle should be placed with its center on the corner. The course should be set up in a clear area so that the helicopter can hover turn at each circle. The four (4) circles must be clearly identifiable to the pilot from the air.

Diagram B.



Short-Haul Pilot Practical Test Requirements

SHORT-HAUL PILOT PRACTICAL TEST STANDARD

Prior to the evaluation, the short-haul course and procedures will be discussed with the applicant.

The Short-Haul Pilot Practical Test consists of four phases. All four phases of the evaluation must be successfully completed in succession in order to pass. Pilots will have three chances to successfully complete the four phases of the evaluation. When the four phases of the evaluation have been successfully passed, the pilot can then advance to the short-haul training provided by the using agency.

The practical test is based on optimal weather conditions. Variations from the following evaluation standards resulting from the existing weather conditions at the location where the test takes place will be discussed by the Inspector Pilot, Short-Haul Check Spotter and the Pilot to be evaluated prior to the test.

PHASE I – Precision Long-Line

Objective

To observe and evaluate the pilot's skills and ability for vertical reference flight. Observe the pilot's control of the helicopter as well as the load. Observe the pilot's response to variable weather conditions that may be present.

Procedure

With a line length appropriate for the using unit (minimum 150 feet) and a load 6 to 8 feet long and weighing 150 to 200 pounds, the pilot will depart and fly a normal traffic pattern. Upon return, the pilot will place the load over a designated course (10-foot diameter circle) at a load altitude not to exceed 6 feet and maintain complete control and stability of the load within the area for 2 out of 3 minutes. If the load contacts the ground and such contact causes the load to tilt or contact is used to stop the load from swinging, failure of this phase will occur. The helicopter should be rigged so the load is suspended as it would be during normal short-haul operations.

PHASE II – Load Control and Placement

Objective

To observe and evaluate the pilot's ability to control, maneuver and precisely place loads on predetermined spots. To observe the pilot's reactions to existing weather conditions and their effects on the ability of the pilot to maintain control and maneuver the helicopter and load.

Procedure

With the same length of line and load as used in Phase I, the pilot will demonstrate load control and placement by flying the load through a predetermined ground course. This will be a square course with four (4) circles (3 feet in diameter) at each of the corners. The pilot will maneuver the load at an altitude not to exceed 6 feet above the surface without touching the ground except at the targets. The pilot will maneuver the load in line with each side of the course and place the load on the ground inside each of the circles. All load placements must be done in a manner that demonstrates that the pilot has complete control of the load and the vertical rate of decent at touchdown. When the load is placed on the ground it should not tilt and such contact with the ground should not be used to stop the load's momentum. The pilot can start the course at any corner. **There is no time limit on this portion of the evaluation.**

Short-Haul Pilot Practical Test Requirements

PHASE III – Typical Terrain

Objective

To observe the interaction between the pilot, spotter and ground personnel. To observe the pilot's control of loads and judgment operating in typical terrain. To emphasize the precision placement of loads on predetermined targets.

Procedure

With a line length appropriate to the using unit (minimum 150 feet) and a similar load as used in Phase I, the pilot will be required to maneuver in typical terrain. An additional run will be made with a 250-foot line length. Typical terrain may include cliff areas, narrow or confined ridge crests, pinnacles, areas of moving water, snowfields or glaciers. If the using unit is operating in areas where lighting variations or background contrast is a factor, flight operations under these conditions should be demonstrated. Additionally, a spotter will be aboard the aircraft when the spotter's presence in the aircraft is part of the using unit's operational plan.

The last element will be an exercise for the pilot and spotter to demonstrate crew coordination for simulated entanglement procedures by releasing the primary and secondary anchors. Simulated procedures will be accomplished using a non-weighted line. This exercise should be accomplished using a practice rope and/or anchor system. The rope and anchor used **will not** be reused for actual short-haul operations.

PHASE IV- Human Short-Haul

Objective

To observe the pilot during a human short-haul operation. To evaluate the pilot's control of the aircraft and the load during the operation.

Procedure

Upon successful completion of the above three phases, the pilot will demonstrate the ability to work with a human on the end of the short-haul line. The pilot must demonstrate the ability to place a human at a predetermined target with the same tolerance as outlined in Phase II. The pilot shall demonstrate total control of the load at all times.

Note: "Human" is a fully qualified short-haul person.

It should be noted that if the inspector identifies deficiencies in airmanship or operational knowledge (not directly addressed in the mission evaluation) that could adversely affect contract performance, it will be at the inspector's discretion to further explore those areas and/or terminate the evaluation.

Short-Haul Pilot Practical Test Requirements

Inspector Instructions for Pilot Carding: Short-Haul

The Department of the Interior is providing clarification of the approval procedures for short-haul pilots. These procedures were created to insure standardization of the evaluation process while providing continuity with departmental policy, the *Short-Haul Handbook*, *Interagency Helicopter Practical Test Standards* and contract specifications.

Phase I

A proficiency evaluation shall be conducted in accordance with the *Helicopter Short-Haul Handbook* for the short-haul proficiency evaluation. Upon successful completion of the proficiency evaluation and verification by a qualified short-haul spotter that the pilot has completed the using unit's annual training session, the Inspector Pilot will card the pilot for short-haul operations. When the pilot has not received the annual training prior to the practical test, the Inspector Pilot may issue a letter to the pilot that authorizes the pilot to participate in the using unit's annual short-haul training session; however, this letter does not constitute approval for operational short-haul missions. The pilot and the using unit will then continue with Phase II and Phase III.

Phase II

The using unit must provide pilots with an annual short-haul training session. This training shall be conducted and documented by a qualified short-haul spotter in accordance with the *Helicopter Short-Haul Handbook*. Upon the applicant's satisfactory demonstration of knowledge and skills and attendance at the annual training, the inspector will endorse the applicant's pilot card:

"SHORT-HAUL"

Endorse the card with the month and year demonstrated.
(Example: DO- 04/06) DO= Demonstrated Operation
List the location of the contract base.

Phase III

Upon satisfactory completion of the annual short-haul training listed in Phase II, the using unit's short-haul spotter or the aviation manager will forward a signed letter to the Inspector Pilot that the short-haul pilot has completed the required training. This letter will be placed in the pilot's file. At this time, the pilot will be approved and operational with a short-haul endorsement on an AMD-30B, Helicopter Pilot Qualification Card, and an AMD-68, Inspection Report, approval document denoting the specific contract.

Note: Annual testing required.

EXHIBIT 13

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION
(*See following page*)

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

A.

EMPLOYEE CLASS	MONETARY WAGE
Aircraft Pilot, GS-11	$ 27.03
Fuel Servicing Vehicle Driver (Truck Driver, WG-6)	$ 18.20

B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.

C. Paid holidays are:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Christmas Day

D. The amount of paid vacation time allowed is as follows:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.

2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.

3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

EXHIBIT 14

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. ***To obtain a complete copy of the wage determinations in their entirety, go to http://www.wdol.gov.***

DOL WAGE DETERMINATION NO. 1995-0222, REV. 32 DATED 6/13/11

Area:	Nationwide		
Applicable Occupation:	Airplane Pilot	Minimum Hourly Wage:	$25.27

DOL WAGE DETERMINATION NO. 1995-0221, REV. 27 DATED 6/13/11

[ ]Area:	Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming		
Occupation:	Truckdriver, Light *	Minimum Hourly Wage:	$10.23
	Truckdriver, Medium **	Minimum Hourly Wage:	$16.25
	Truckdriver, Heavy ***	Minimum Hourly Wage:	$17.23

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

*Straight truck, under 1 ½ tons, usually 4 wheels
**Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
***Straight truck, over 4 tons, usually 10 wheels

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 31 and WD 1995-0221 Rev. 26

1. Health & Welfare: $3.50 per hour or $140.00 per week or $606.67 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 27

3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

WD 1995-0221 Rev. 20

3. Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

EXHIBIT 15

UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

EXHIBIT 16

SAFETY MANAGEMENT SYSTEM (SMS) PLAN/SAFETY PROGRAM (see C27.3)

The Contractor should structure their submittal by the component/elements shown below. Prepare either a stand-alone document in the format shown below by inserting/including company existing and implemented SMS Plan/safety program data under the applicable component /elements or include the company SMS Plan/safety program in its entirety and include a cover page in the format below and identify where the applicable component elements are located in the program. If the Contractor has no implemented practice under any element, they should so state under the applicable element. This document should include developed and functioning practices that are a part of the company's efforts relative to aviation safety.

SAFETY POLICY Every type of management system must define policies, procedures and organizational structures to accomplish its goals. An SMS must have policies and procedures in place that explicitly describe responsibility, authority, accountability, and expectations. Most importantly, safety must be a core value.	
1	Safety Policy
	INSERT COMPANY DATA
2	Management commitment & safety accountability
	INSERT COMPANY DATA
3	Key safety personnel
	INSERT COMPANY DATA
4	Emergency preparedness & response
	INSERT COMPANY DATA
5	SMS documentation & records
	INSERT COMPANY DATA
SAFETY RISK MANAGEMENT A formal system of hazard identification and management is fundamental in controlling an acceptable level of risk. A well-designed risk management system describes operational processes across department and organizational boundaries, identifies key hazards and measures them, methodically assesses risk, and implements controls to mitigate risks.	
6	Hazard identification and analysis (includes system description and task analysis)
	INSERT COMPANY DATA
7	Risk assessment and control (includes safety risk analysis, assessment and control/mitigation)
	INSERT COMPANY DATA
SAFETY ASSURANCE Policies, process measures, assessments and controls are in place. The organization must incorporate regular data collection, analysis, assessment and management review to assure safety goals are being achieved. Solid change management processes must be in place to assure the system is able to adapt.	
8	Safety performance monitoring and measurement (includes monitoring, internal and external audits, evaluations, investigations, employee reporting & feedback system, analysis of data, system assessment, preventive/corrective action and management review)
	INSERT COMPANY DATA
9	Management of change
	INSERT COMPANY DATA
10	Continual improvement
	INSERT COMPANY DATA
SAFETY PROMOTION The organization must continually promote, train, and communicate safety as a core value with practices that support a sound safety culture.	
11	Competencies and training (includes personnel expectations and training)
	INSERT COMPANY DATA
12	Communication and awareness
	INSERT COMPANY DATA

There are a number of reference documents that can be found relative to SMS. It is suggested that for further guidance it is important that the author of the submittal review the below references.

- **Federal Aviation Administration (FAA) AC No. 120-92 (6/22/06). Introduction to Safety Management Systems for Air Operators**
- SMS Toolkit available at: http://ihst.rotor.com/Portals/54/2009_SMS_Toolkit_ed2_Final.pdf
- SMS video available at **http://www.rotor.com/Default.aspx?tabid=2481**

EXHIBIT 17

TRANSPORTATION WORKSHEET

When assigned to an alternate base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base **prior** to the relief exchange**. Claims must be supported by itemized invoices.**
See contract clause "Transportation Costs Associated with Operating Away From the Designated Base" for detailed information

DATE	**ALTERNATE BASE LOCATION**

Relief Exchange – Involved Crew Member(s)

☐ Pilot Name	☐ Fuel Servicing Vehicle Driver Name	☐ Mechanic (If required by contract) Name

Scheduled Maintenance

☐ Mechanic Name	☐ Other Name
Maintenance Accomplished	Reason for providing additional personnel

ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)

Airline Transportation		Name		**$**
Airline Transportation		Name		**$**
Charter Aircraft		Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time		**$**
Rental Car				**$**
Rental Car Fuel				**$**
POV	Total Mileage	From	To	**$**
Other (explain)				**$**
				$
				$
				$
				$
Total ACTUAL Cost				**$**

Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel Contractor Representative Signature	Date

SECTION D – INSTRUCTIONS TO OFFERORS

D1. General Information

D1.1 The services of this Request for Proposal (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Part 15 Contracting by Negotiation.

D1.2 If you wish to compete for the contract described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

D2.1 The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees respectively.

D2.2 **Cascading Set-Aside Award**. Due to a possible lack of resources from small business concerns (1500 or fewer employees), this requirement is being solicited from both small and large business concerns using the following cascading set-aside award terms.

D2.3. All potential offerors (small and large) may submit proposals for the requirement as specified in this solicitation. However award consideration will be made as follows:

a) First: In accordance with Federal Acquisition Regulation (FAR) Subpart 19.502-2(b) any award under this solicitation will be made on a competitive basis to eligible small business concerns (1500 or fewer employees), provided that a minimum of two (2) competitive offers are received from eligible and responsible small business concerns at fair market prices. To determine fair market prices, the Government will consider the pricing from the eligible offers of the small business concerns only, the Government estimate and the historic pricing for this specific requirement with consideration for inflation of past pricing. In the event that sufficient small business offers are received as specified above, award will be made from the small business sources and large business offers will be eliminated from further consideration for award.

b) Second: If a minimum of two (2) competitive offers from eligible and responsible small business concerns at fair market prices are not received, any award under this solicitation will be made on the basis of full and open unrestricted basis from among all eligible and responsible business concerns (small and/or large) submitting offers. To determine fair market prices, the Government will consider the pricing of all eligible offers (small and large), the Government estimate and the historic pricing for this specific requirement with consideration for inflation of past pricing.

c) Evaluation of proposals under either a) or b) above will be in accordance with the evaluation criteria set forth in this Section under Evaluation of Proposals.

d) This solicitation incorporates by reference FAR 52.219-6, Notice of Small Business Set-Aside. However, because this is a cascading set-aside, to the extent that FAR 52.219-6 states that it limits competition to small businesses, that limitation applies to only the first tier of the award consideration above.

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 Feb 2012) [Tailored SEPT 2005]

D3. Offers.

D3.1 Period for Acceptance of Offers. The offeror agrees to hold the prices in its offer firm for 45 calendar days from the dated specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

D3.2 To be considered as a prospective Contractor for the requirement(s) identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

By mail, hand carried or express delivery service:

Dept. of Interior – National Business Center
Office of Acquisition Services - Boise
300 E. Mallard Drive, Suite 200
Boise, Idaho 83706-3991

D3.2.1 Mailroom Notification. All proposal documents shall be packaged in sealed envelopes or boxes. All proposal packaging should be marked as follows:

Mailroom: DO NOT OPEN
Attn: Tina Young, Contracting Officer
Deliver to Acquisition Management (RFP D12PS00178)

***(ONLY if 20 or fewer pages)** (Note: each page received after the first 20 pages (to include any transmittal page(s)) may not be considered in the evaluation of the offer. A facsimile offer, in its entirety, must arrived prior to the date and time shown on the SF 1449 set for the offer due date. The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the offeror(s) shall submit the complete original signed. It is the Offeror's responsibility to call and confirm receipt of fax by the Contracting Officer above.) The Government reserves the right to make award solely on the facsimile proposal.

D4 Offer Contents.

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed.

D4.2 Section A, Schedule page(s) completed where indicated with unit rates offered in **U.S. whole dollars** for daily availability and flight time for each year. Offerors may offer varying prices for option years, but pricing must be offered for each year in order for the offer to be acceptable and considered. Compute the extended yearly amounts for daily availability and estimated flight hours by multiplying the unit prices offered times the quantities shown. The Government has entered an estimated amount for additional pay items. This is not a guarantee and it will not be used in the evaluation of offers. It is for budget purposes only and will be included in the yearly estimated total of the contract amount. The Government will round pricing submitted with cents up to the next whole dollar. Estimates are for evaluation purposes only.

D4.3 A completed copy of the Offeror's Representations and Certifications included in Section E. As provided in 52.212-3, an offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

D4.4 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.5 Acknowledgment of Solicitation Amendments, (if any).

D4.6 A completed copy of the Aircraft Questionnaire included in Section E. The aircraft make, model, and payload we confirm will be made a part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section A of the conformed contract.

D4.7 Offeror Capability Information. Offeror must include:

A completed copy of the Reference Questionnaire included in Section E. This will be used to evaluate your organizational experience and past performance.

D5 Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

D6. Data Universal Numbering System (DUNS) Number)

Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at *http://fedgov.dnb.com/webform*. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

D7 Special Notice to Offerors

D7.1 Central Contractor Registration

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at *http://www.ccr.gov* or by calling 1-888-227-2423 or 269-961-5757.

D7.2 1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be

applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

EVALUATION OF PROPOSALS

D8 Evaluation—Commercial Items (52.212-2 JAN 1999)

The Government intends to evaluate offers and award a single contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

The Government will evaluate proposals and select the Contractor based on (1) offer acceptability, (2) offeror capability, (3) aircraft capability and, (4) price.

Relative Importance of Evaluation Factors. Offeror Acceptability is more important than Offeror Capability, Aircraft Capability and Price. Offeror Capability is more important than aircraft capability and equally important as price. All evaluation factors other than price, when combined are more important than price.

D9. Offer Acceptability

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

D9.1 Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and you must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

D9.2 Minimum Aircraft Requirements. Your offer must propose an aircraft that meets or exceeds the Minimum Aircraft Requirements specification in Section A of this solicitation. Your offer will be unacceptable if you propose an aircraft that fails to meet **any** of the Minimum Aircraft Requirements specified in Section A of this solicitation.

D9.3 Unacceptable offers will be eliminated without considering aircraft payload, offeror capability or price.

D10. Evaluated Price

D10.1 The Government will apply the unit prices in acceptable offers, including option year unit prices, to the daily availability and flight hour quantities identified in Section A. The totals for availability and estimated flight for all years will be added together to arrive at the estimated evaluated price for each offer. Evaluation of options shall not obligate the Government to exercise the option(s). Once the estimated evaluated prices of all acceptable offers have been determined, the Government will compare the evaluated prices and eliminate any offer with an unreasonably high-evaluated price, without considering aircraft capability or offeror capability. The Government will then perform a tradeoff analysis, as described below in D14 with the remaining offers.

D10.2 The Government reserves the right to reject offers that have materially unbalanced availability and flight rates in comparison to other offers received. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall cost to the Government even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

D11 Aircraft Capability

D11.1 The Government will evaluate the payload of your proposed aircraft to determine whether it is above, at, or below the Minimum Aircraft Requirement specified in Section A of this RFP. The higher the payload for your proposed aircraft, the better the evaluation you will receive for this factor.

D11.2 The aircraft make, model and HOGE payload that the Government confirms with the offeror will be made a part of the offer and will be binding if an offer is accepted for award.

D12. Offeror Capability

The Government will evaluate your capability based on the following two subfactors:

D12.1 Organizational Experience. The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Only your firm's experience as an organization will be considered.

D12.2 Organizational Past Performance. The Government will evaluate your past performance in rendering services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references and other sources, including any information on your company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others.

D13. Aircraft Capability

D13.1 The Government will evaluate the capability of each proposed aircraft by considering the number of insured passenger seats, published flight manual airspeeds, and the HOGE payload amounts that the Government will compute by using the Section A minimum requirements along with the information included with each offer.

D13.2 The greater an aircraft's capability, the better the evaluation it will receive for this item. The higher the payload for your proposed aircraft, the better the evaluation you will receive for this factor. However, an aircraft payload that is unsupported by the offeror's aircraft current weight and balance report, equipment list, and/or charts will be evaluated as high risk to be capable of the payload offered and evaluation of the payload will be impacted. Payload amounts shall be computed by using the Government's Standard Interagency Load Calculation Method and Form and the Helicopter Fuel Consumption and Weight Reduction Chart included under Section C- Exhibits, along with the offered aircraft's applicable Hover Ceiling Charts, weight

and balance report and equipment list provided with the offer.

D13.3 The aircraft make, model and HOGE payload that the Government confirms with the offeror will be made a part of the offer and will be binding if an offer is accepted for award.

D14. Tradeoff Analysis and Contractor Selection

The Government intends to make a single award as a result of this solicitation. The Government will select the Contractor by comparing the acceptable offers on the basis of offeror capability, aircraft capability and price. If one offer is best on all the factors, then that offer will be selected as being the best value to the Government. If no offer is best on all the factors, then the Government will consider the differences among offers and make tradeoffs in order to determine which offer is the best value. The Government will award the contract to the offer that has the best combination of offeror capability, aircraft capability, and evaluated price.

D15. Notice of Award

The Government will provide the successful Contractor with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

SECTION E – OFFEROR'S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at https://www.acquisition.gov. If an offeror <u>has not</u> completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision-

""Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation," as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C.7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

"Place of Manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
(3) Consist of providing goods or services to marginalized populations of Sudan;
(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
(5) Consist of providing goods or services that are used only to promote health or education; or
(6) Have been voluntarily suspended.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  (i) To restrict the free flow of unbiased information in Iran; or
  (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by

one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) *(1) Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at https://www.acquisition.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it **is** ☐**, is not** ☐ a small business concern.

(2) Veteran-owned small business concern.[Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it **is** ☐**, is not** ☐ a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it **is** ☐**, is not** ☐ a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it **is** ☐**, is not** ☐ a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it **is** ☐**, is not** ☐ a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern. (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it **is** ☐ a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(10) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(11) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.] (*Not applicable to this solicitation*.)*

(12) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that--

(i) it **is** ☐**, is not** ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) it **is** ☐**, is not** ☐ a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. **[*The offeror shall enter the names of each HUBZone small business concerns participating in the HUBZone joint venture:* _____.]** Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246*--

(1) *Previous Contracts and Compliance*. The offeror represents that--

(i) It **has** ☐**, has not** ☐, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It **has** ☐**, has not** ☐, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It has developed and has on file ☐, has not developed and does not have on file ☐, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It **has not** ☐ previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*. (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate.* (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) **Are** ☐**, are not** ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **Have** ☐**, have not** ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) **Are** ☐**, are not** ☐ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(4) **Have** ☐**, have not** ☐ presently, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126*). (Not applicable to this solicitation)

(j) *Place of manufacture*. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[ ] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror d**oes ☐, does not** ☐ certify that –

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror **does ☐, does not** ☐ certify that –

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customer.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government.

(4) Type of Organization

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5)Common Parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name_____

TIN_____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g), or a comparable agency provision); and

(ii) The offeror has certifies that all the offered products to be supplied are designated country end products.

52.209-7 Information Regarding Responsibility Matters. (JAN 2011)

(a) *Definitions*. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

OFFEROR NAME _____

SECTION E EXHIBITS

EXHIBITS

1. Offeror's Miscellaneous Information
2. Aircraft Questionnaire
3. Reference Questionnaire

EXHIBIT 1

OFFEROR MISCELLANEOUS INFORMATION

Offeror's Company Name		
Offeror's DUNS Number		
Offeror's Complete E-mail Address		
Offeror's Office Telephone Number		
Offeror's Facsimile (FAX) Number		
Offeror Contact Representative(s)	**1. Name**	**Telephone (CELL)**
	2. Name	**Telephone (CELL)**

EXHIBIT 2

AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed
This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED -

Minimum Helicopter Requirements:

	Seating: Nine insured passenger seats not including pilot, but including copilot seat in aircraft normally operated single-pilot.
Powerplant:	Turbine engine.
Landing Gear:	Skid type.
Payload:	Nonjettisonable (HIGE) of 2,000 pounds and nonjettisonable (HOGE) of 1,400 pounds at 30 degrees C at 7,000 feet pressure altitude using a pilot weight of 200 pounds, 35-pound survival kit, and fuel for 1.9 hours.

Aircraft Make and Model	**FAA Registration #**	**Serial #**	**# of Insured Passenger Seats** *(excludes pilot seat)*

Aircraft Equipped Weight *(Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)*	

Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below *(If none, indicate NONE)*		**Equipment to be Added to Meet the Aircraft Specifications Requirements** *(If none, indicate NONE)*	
EQUIPMENT ITEM	**WEIGHT**	**EQUIPMENT ITEM**	**WEIGHT**

ENTER YOUR PROPOSED HOGE AIRCRAFT PAYLOAD (The aircraft make, model and HOGE payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award	

NOTE

1. **By signing below, I acknowledge that I have included the aircraft's**
   (1) Latest aircraft weight and balance report,
   (2) Aircraft equipment list,
   (3) Aircraft appropriate hover ceiling charts used to arrive at the above payload.

Failure to include the above information, will effect the evaluation you receive for your aircraft.

2. **Identify water/retardant bucket sizes appropriate for this contract.** *(See B6, Equipment Requirements)*
   (Appropriate capacities will be identified in the conformed contract)

WATER/RETARDANT BUCKET CAPACITY REQUIRED	***1ST***		***2ND***	

3. **By signing below, I certify to the best of my knowledge that the above information is accurate.**

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	

EXHIBIT 3

REFERENCE QUESTIONNAIRE

You may recreate this form but it must include all the information listed. If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1.1 of the specifications.

OFFEROR NAME:			DATE
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	
Primary Type of Work Done:			
Location of Work Done:			A/C Make/Model Used:
Contract #: ☐ None	☐ Exclusive Use ☐ Call When Needed	Use Dates: TO	CHECK ALL THAT APPLY ☐ 2011 ☐2010 ☐2009
Est. Annual Value of Work:	Estimated Annual Flight Hours:	Client Name/ Point of Contact:	
Client Telephone #:		Client Facsimile #:	